



***ROANOKE CITY COUNCIL
REGULAR SESSION***

***MARCH 18, 2002
2:00 P.M.***

CITY COUNCIL CHAMBER

AGENDA FOR THE COUNCIL

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend W. Ray Douglas, Pastor, Price Memorial African Episcopal Zion Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

NOTICE:

Meetings of Roanoke City Council are televised live on RVTN Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, March 21, 2002, at 7:00 p.m., and Saturday, March 23, 2002, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE NOW PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT WWW.ROANOKEGOV.COM, CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541 TO OBTAIN AN APPLICATION.

2. PRESENTATIONS AND ACKNOWLEDGMENTS: NONE.

3.

CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

- C-1 Minutes of the regular meeting of Council held on Monday, February 4, 2002.

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RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

- C-2 A communication from the City Manager requesting a Closed Meeting to discuss disposition of publicly-owned property, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended.

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RECOMMENDED ACTION: Concur in the request.

- C-3 A communication from the City Manager requesting a Closed Meeting to discuss acquisition of real property for a public purpose, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to Section 2.2-3711 (A)(3), Code of Virginia (1950), as amended.

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RECOMMENDED ACTION: Concur in the request.

- C-4 A communication from the City Attorney requesting a Closed Meeting to consult with legal counsel on a matter of probable litigation, pursuant to Section 2.2-3711 (A)(7), Code of Virginia (1950), as amended.

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RECOMMENDED ACTION: Concur in the request.

- C-5 A communication from the City Attorney requesting a Closed Meeting to consult with legal counsel on a matter of probable litigation, pursuant to Section 2.2-3711 (A)(7), Code of Virginia (1950), as amended.

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RECOMMENDED ACTION: Concur in the request.

- C-6 A communication from the City Manager requesting that Council schedule a public hearing for Monday, April 15, 2002, at 7:00 p.m., or as soon thereafter as the matter may be heard, to consider amendments to the Enterprise Zone Program.

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RECOMMENDED ACTION: Concur in the request.

REGULAR AGENDA

Review of the following applications for appointment to the Roanoke City School Board for terms commencing July 1, 2002, and ending June 30, 2005. (Two vacancies.)

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James P. Beatty
Robert H. Bird
Carl D. Cooper
Edward Garner
William H. Lindsey
William E. Skeen
Robert J. Sparrow

4. PUBLIC HEARINGS: NONE.

5. PETITIONS AND COMMUNICATIONS:

- a. A communication from Vice-Mayor William H. Carder recommending that the north side of Elmwood Park be designated as Martin Luther King Jr. Plaza, that the remainder of the park keep the name of Elmwood, and that design and cost issues be referred to the City Manager for review and recommendation to Council.

P. 74;
R. 78

- b. A request of the Roanoke City School Board to present an update on the International Baccalaureate (IB) Programme. Sandra B. Burks, Director of Magnet Programs, Roanoke City Public Schools.

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6. REPORTS OF OFFICERS:

a. CITY MANAGER:

BRIEFINGS:

1. Briefing on outdoor dining. (20 minutes)
2. Briefing on residential parking. (10 minutes)

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ITEMS RECOMMENDED FOR ACTION:

3. A communication recommending execution of a one-year Parking Agreement with First Union National Bank for 175 –200 parking permits in the Tower Parking Garage, with up to two one-year renewals, retroactively from December 16, 2001.
4. A communication recommending appropriation of \$235,000.00 for capital improvements at the Roanoke Civic Center.
5. A communication recommending appropriation of \$23,657.00 in connection with the Williamson Road Parking Garage annual CDBG payment for fiscal year 2002.
6. A communication recommending appropriation of TEA-21 Enhancement funds, in the amount of \$488,000.00, to the Western Virginia Foundation for the Arts and Sciences, in connection with the Roanoke Passenger Station Renovation Project.
7. A communication recommending acceptance of the bid submitted by MBC Construction, Inc., in connection with major repairs to Memorial Bridge, Structure No. 1826, in the amount of \$1,147,789.75; and transfer of funds.

P. 84;
R. 93

P. 95;
B/O 97

P. 98;
B/O 100

P. 101;
B/O 102

P. 103;
B/O 106;
O. 108

8. A communication recommending acceptance of the bid submitted by Breakell, Inc., for infrastructure improvements to the Greater Gainsboro Redevelopment Area, Phase II, in the amount of \$496,183.93; execution of an amendment to the Street Lighting Agreement with Appalachian Power Co., d/b/a American Electric Power to provide street lights and associated electrical work in the amount of \$350,000.00; and appropriation or transfer of funds.

P. 110;
B/O 113;
O. 115;
O. 117

9. A communication recommending changes to emergency medical services user fees to maximize medicare reimbursements.

P. 118;
R. 121

10. A communication with regard to consultant services for the Bullitt-Jamison Pilot Project.

P. 122;
R. 124

11. A joint communication from the City Manager and Director of Finance recommending execution of a lease purchase agreement with Koch Financial Corporation for vehicular equipment, in the amount of \$1,157,500.00; and appropriation of funds.

P. 125;
B/O 156;
R. 157

b. DIRECTOR OF FINANCE:

1. A report recommending transfer of funds among City departments to reallocate funds for Department of Technology charges for fiscal year 2001-2002.

P. 161;
B/O 163

7. REPORTS OF COMMITTEES:

- a. A communication from the Roanoke City School Board requesting appropriation of \$189,291.00 for the Urgent School Renovation and Technology Grant; and a report of the Director of Finance recommending that Council concur in the request.

P. 167;
B/O 169

8. UNFINISHED BUSINESS: NONE.

9. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

10. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.
- b. Vacancies on various authorities, boards, commissions and committees appointed by Council.

11. CITY MANAGER COMMENTS:

12. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS ALSO A TIME FOR INFORMAL DIALOGUE BETWEEN COUNCIL MEMBERS AND CITIZENS. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR ANY NECESSARY AND APPROPRIATE RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

CERTIFICATION OF CLOSED SESSION.

THE MEETING OF COUNCIL WILL BE DECLARED IN RECESS TO BE RECONVENED AT 5:00 P.M., IN THE EMERGENCY OPERATIONS CENTER CONFERENCE ROOM, ROOM 159, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., FOR A BRIEFING ON THE CITY OF ROANOKE PENSION PLAN.

THE ROANOKE CITY COUNCIL MEETING WILL RECONVENE AT 7:00 P.M., IN THE CITY COUNCIL CHAMBER, FOURTH FLOOR, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W.



***ROANOKE CITY COUNCIL
REGULAR SESSION***

***MARCH 18, 2002
7:00 P.M.***

CITY COUNCIL CHAMBER

AGENDA FOR THE COUNCIL

Call to Order -- Roll Call.

The Invocation will be delivered by Mayor Ralph K. Smith.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Smith.

Welcome. Mayor Smith.

NOTICE:

Tonight's meeting will be taped by RVTV Channel 3 to be replayed on Thursday, March 21, 2002, at 7:00 p.m., and Saturday, March 23, 2002, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

A. PUBLIC HEARINGS:

1. Public hearing to consider the sale and conveyance of City-owned property located on Nelms Lane, N. E., identified as Official Tax No. 7400500, to James E. and Betty W. Whittaker for \$500.00. Darlene L. Burcham, City Manager.

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B. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS ALSO A TIME FOR INFORMAL DIALOGUE BETWEEN COUNCIL MEMBERS AND CITIZENS. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

REGULAR WEEKLY SESSION-----ROANOKE CITY COUNCIL

February 4, 2002

12:15 p. m.

The Council of the City of Roanoke met in regular session on Monday, February 4, 2002, at 12:15 p.m., the regular meeting hour, in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, Virginia, with Mayor Ralph K. Smith presiding, pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended.

PRESENT: Council Members W. Alvin Hudson, Jr., Linda F. Wyatt, William H. Carder and Mayor Ralph K. Smith-----4.

ABSENT: Council Members C. Nelson Harris, William White, Sr., and William D. Bestpitch-----3.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

COMMITTEES-CITY COUNCIL: A communication from Mayor Ralph K. Smith requesting a Closed Session to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended, was before the body.

Mr. Carder moved that Council concur in the request of the Mayor to convene in a Closed Meeting to discuss personnel matters relating to vacancies on various authorities, boards, commissions and committees appointed by the Council, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Carder and Mayor Smith -----4.

NAYS: None-----0.
(Council Members Harris, White and Bestpitch were absent.)

At 12:20 p.m., the Mayor declared the meeting in recess to be immediately reconvened in the Emergency Operations Center Conference Room, Room 159.

At 12:25 p.m., the Council meeting reconvened in the Emergency Operations Center Conference Room, Room 159, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., with Mayor Smith presiding, and all Members of the Council in attendance.

LEGISLATION-WATER RESOURCES-SEWERS AND STORM DRAINS: The City Manager introduced a briefing on the National Pollution Discharge Elimination System, Phase II (NPDES). She advised that at the last Council retreat, several Council Members expressed an interest in the upcoming storm water management application and permitting process, which are mandated by the Federal Government. She called attention to the City's efforts to address the issues on a regional basis and introduced Cary Lester, Environmental Administrator, and John G. Reed, Civil Engineer II, to present a progress report.

Mr. Lester advised that the Engineering Department has been working on the project for approximately 18 months in conjunction with an outside engineering firm which was hired by the City to direct the project; and origin of the project dates back to the Clean Water Act which is a part of several major pieces of environmental initiatives that surfaced in the 1970's, along with the National Environmental Policy Act, the intent of which is to restore streams and rivers. He stated that the first initial focus of the Clean Water Act was to eliminate toxic pollutants from municipal and industrial facilities; and in 1987, the Act was amended to include surface water run off from farms and urban environments which was contributing to the degradation of the rivers. He advised that the legislation was controversial; basics of the plan involve the public through education, participation by the public in the effort, and assessment of the problem through an evaluation of the storm water sewer system and to improve developmental standards so that past mistakes will not be repeated. He stated further that the City of Roanoke, along with neighboring jurisdictions, is subject to NPDES, Phase II, and will submit an individual application by March 15, 2003; in submitting the application, there is a two-fold consideration: to address quality and quantity, however, only the quality standard will be a part of the permit application. He advised that to address the City's needs, \$300,000.00 annually will be needed for a permit period of five years, although the process will be ongoing.

John G. Reed, Civil Engineer II, advised that it is estimated that it will cost the City approximately \$300,000.00 annually to remain in compliance with the mandate. He explained that a component of the storm water management system, which is not mandated by the Federal Government, but is the focus of most citizen complaints in regard to storm water, is the drainage collection system; and the Environmental Protection Administration has identified and listed the City of Roanoke as the owner/operator of a municipal storm sewer system. He further explained that there are basically two components to waste water: collection and

treatment, and there is a close relationship with the collection system. He noted that the City recently completed a waste water interceptor project on Tinker Creek and the Roanoke River in an effort to minimize the amount of river water that goes to the waste water treatment plant. He explained that with the new law, the City has been tasked with the responsibility of removing non-run off flows from the collection system, thus, there is a close relationship between the quality and quantity components. He stated that the current Capital Improvement Program drainage program in the City of Roanoke is primarily citizen complaint driven, large projects have historically followed large flooding events such as the Williamson Road storm drainage project in the 1980's, Peters Creek, and Garden City; to support these projects, the City has relied on bond funding without General Fund appropriations, and in the last 20 years, funding has averaged approximately \$1.5 million per year for storm drainage projects. He explained that there are approximately 120 projects on the City's current CIP drainage project list that are identified but not funded projects, in the approximate amount of \$43 million, and the list continues to grow each time the City receives a citizen complaint that cannot be corrected by City drainage maintenance crews. He stated that many of the drainage projects have a long history of over 20 years and most of the projects are within the City's contained watersheds. He referred to areas in northwest Villa Heights and an open channel in the Garden City neighborhood which are typical examples of projects on the CIP list. He stated that the drainage situation is similar to the City's sidewalk, curb, and gutter project list which currently has a back log of approximately \$21 million in capital needs; a dedicated program for funding sidewalk, curb, and gutter improvements was addressed by Council last year; and the current CIP drainage program, totalling \$43 million in unfunded capital needs, does not include maintenance of the existing system or future systems to be constructed.

Mr. Reed advised that all cities and counties in Virginia with a population of over 100,000 were required to address the NPDES issue in the early to mid 1990's, the localities had similar capital needs and most of the jurisdictions developed a storm water utility to address NPDES requirements and to provide additional services in connection with capital and maintenance needs. He presented a spread sheet showing current Phase I communities in the Commonwealth of Virginia and the State of Greensboro, illustrating typical fees that other communities have imposed in order to fund their storm water management program in terms of quality and quantity. He stated that some communities instituted a storm water utility user fee for the purpose of offsetting existing costs and addressing certain necessary capital improvements.

The following is a summary of discussion by Council Members and staff:

The NPDES is an unfunded mandate by the Federal Government through the Environmental Protection Agency (EPA); the State of Virginia through, its Department of Environmental Quality, will manage

and administer the program; the EPA established rules on a national basis which impact localities initially based upon population, and the City of Roanoke will submit its permit application to the State which will sign off on the application as the agent of EPA.

Mandates are not unlike the Clean Water Act, which required localities to make certain improvements to their water treatment system; and NPDES is another aspect of the Clean Water Act which is intended to look at water run off to rivers and streams.

There has been considerable discussion over the years regarding drainage problems throughout the City, but not enough has been done to address existing problems.

Is it possible that problems with bacteria in the untreated water at the Crystal Spring Pump Station is the result of water contamination from the Mill Mountain Zoo?

No problems existed at the Crystal Spring Plant until April 1999 when the Health Department identified the presence of bacteria which was not found in the treated water. Based upon a request from the Health Department, the City closed the Crystal Spring Plant until an additional filtration system could be installed to provide additional protection.

The origination of water from the Crystal Spring Plant is not known, although the water source appears to be drought-proof.

If a well is identified, what would be involved with regard to developing another type of treatment plant, or transporting water to the Carvins Cove Reservoir for treatment. City staff advised that developing another type of treatment plant or transporting water to Carvins Cove Reservoir would involve a major expenditure of several million dollars. A geologist has pointed out that the reason wells were not pursued by the City in 1999 is because many of the potable water sites are located on private property and the City would have to obtain property rights.

When localities go through the NPDES permit process they have identified both quality and quantity issues; however, most localities have not significantly addressed the quantity issues largely because they do not on a consistent basis budget for these types of improvements; and the storm water management fee, or the utility fee, represents an opportunity to create a consistent revenue stream which may be acceptable to the community.

City staff has been requested to provide Council with a comprehensive list of outstanding capital improvements at the March 8 Financial Planning Session. A significant amount of the City's infrastructure has not been addressed in a consistent manner, whether it be maintenance of buildings, maintenance and repair of water and sewer lines, and storm drains, etc.

Citizens are not concerned about the quality issue unless it impacts the rivers, but citizens will look to the City to address the quantity issue and the issues will have to be aggressively addressed in the future because the majority of development in the City is taking place in areas where flooding problems will continue to exist.

The \$300,000.00 annual cost can be achieved with belt tightening and other prioritizing of City projects, but the bigger question is the issue of the number of unfunded and pending projects, therefore, the City needs to look long term at how to address \$43 million worth of projects. One choice is through the utility user fee and another choice would be for Council to prioritize through its capital improvement process and designate X number of dollars annually for this purpose.

If a utility user fee is established, it should be imposed on a regional basis.

As a means of conserving water, the City should offer incentives to businesses, such as car washing establishments, that use a large volume of water.

It would be helpful when making various types of comparisons/bench marks that the same list of cities be used in all instances, if possible.

At 1:20 p. m., the Mayor declared the meeting in recess for the purpose of holding one Closed Session which was previously approved by Council.

At 1:30 p. m., the City Council meeting reconvened in the Council Chamber, with Mayor Smith presiding, and all Members of the Council in attendance.

COUNCIL: With respect to the Closed Meeting just concluded, Mr. White moved that each Member of City Council certify to the best of his or her knowledge that: (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Mr. Harris and adopted by the following vote:

AYES: Council Members Hudson, Harris, White, Carder, Bestpitch and Mayor Smith-----6.

NAYS: None-----0.
(Council Member Wyatt was out of the Council Chamber when the vote was recorded.)

OATHS OF OFFICE-COMMITTEES-BLUE RIDGE BEHAVIORAL HEALTHCARE-COMMUNITY SERVICES: The Mayor advised that the term of office of Dr. Dolores Y. Johns as a member of the Blue Ridge Behavioral Healthcare Board of Directors expired on December 31, 2001, and called for nominations to fill the vacancy.

Mr. White placed in nomination the name of Dolores Y. Johns.

There being no further nominations, Dr. Johns was reappointed as a member of the Blue Ridge Behavioral Healthcare Board of Directors, for a term ending December 31, 2004, by the following vote:

FOR DR. JOHNS: Council Members Hudson, Harris, White, Carder, Bestpitch and Mayor Smith-----6.
(Council Member Wyatt was out of the Council Chamber when the vote was recorded.)

AIRPORT-OATHS OF OFFICE-COMMITTEES: The Mayor advised that the term of office of Claude N. Smith as a member of the Roanoke Regional Airport Commission will expire on March 9, 2002, and called for nominations to fill the vacancy.

Mr. Hudson placed in nomination the name of Claude N. Smith.

There being no further nominations, Mr. Smith was reappointed as a member of the Roanoke Regional Airport Commission, for a term ending March 9, 2006, by the following vote:

FOR MR. SMITH: Council Members Hudson, Harris, White, Carder, Bestpitch and Mayor Smith-----6.
(Council Member Wyatt was out of the Council Chamber when the vote was recorded.)

OATHS OF OFFICE-COMMITTEES-YOUTH: The Mayor advised that there is a vacancy on the Youth Services Citizen Board (Patrick Shumate vacancy), and called for nominations to fill the vacancy.

Mr. White placed in nomination the name of Krista Blakeney.

There being no further nominations, Ms. Blakeney was appointed as a member of the Youth Services Citizen Board, for a term ending May 31, 2004, by the following vote:

**FOR MS. BLAKENEY: Council Members Hudson, Harris, White, Carder, Bestpitch and Mayor Smith-----6.
(Council Member Wyatt was out of the Council Chamber when the vote was recorded.)**

At 1:35 p.m., the Mayor declared the meeting in recess to be reconvened at 2:00 p.m., in the City Council Chamber, fourth floor, Noel C. Taylor Municipal Building.

At 2:00 p.m., on Monday, February 4, 2002, the regular meeting of City Council reconvened in the Roanoke City Council Chamber, fourth floor, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with the following Council Members in attendance, Mayor Smith presiding.

PRESENT: Council Members W. Alvin Hudson, Jr., Linda F. Wyatt, C. Nelson Harris, William White, Sr., William H. Carder, William D. Bestpitch and Mayor Ralph K. Smith-----7.

ABSENT: None-----0.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

The reconvened meeting was opened with a prayer by The Reverend Catherine A. Houchins, Pastor, Metropolitan Community Church.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Smith.

PRESENTATIONS AND ACKNOWLEDGMENTS:

ACTS OF ACKNOWLEDGMENT: Mr. White offered the following resolution recognizing and commending Hamlar & Curtis Funeral Home for 50 years of outstanding service to the Roanoke Valley.

(#35738-020402) A RESOLUTION paying tribute to Hamlar-Curtis Funeral Home on its 50-year anniversary of service to the citizens of Roanoke.

(For full text of Resolution, see Resolution Book No. 65 page 411.)

Mr. White moved the adoption of Resolution No. 35738-020402. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

The Mayor and Council Member White presented a ceremonial copy of the abovereferenced resolution to Mr. H. Clark "Duke" Curtis.

CONSENT AGENDA

The Mayor advised that all matters listed under the Consent Agenda were considered to be routine by the Members of Council and would be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion was desired, that item would be removed from the Consent Agenda and considered separately.

MINUTES: Minutes of the regular meetings of Council held on Monday, October 29, 2001 (Fifth Monday Work Session), and Monday, December 3, 2001, were before the body.

(For full text, see Minutes on file in the City Clerk's Office.)

Mr. Bestpitch moved that the reading of the Minutes be dispensed with and that the Minutes be approved as recorded. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

**FIFTH PLANNING DISTRICT COMMISSION-DIRECTOR OF FINANCE-OATHS
OF OFFICE-COMMITTEES-INDUSTRIES:**

The following reports of qualification were before Council:

William H. Carder as a member of the Roanoke Valley - Allegheny Regional Commission to fill the unexpired term of Donald S. Caldwell, resigned, ending June 30, 2003;

Jesse A. Hall as Director of Finance for a term beginning at midnight on January 31, 2002, and ending September 30, 2002; and

Charles E. Hunter, III, as a Director of the Industrial Development Authority of the City of Roanoke, Virginia, to fill the unexpired term of Thomas Pettigrew, resigned, ending October 20, 2004.

(See Oaths or Affirmations of Office on file in the City Clerk's Office.)

Mr. Bestpitch moved that the reports of qualification be received and filed. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

REGULAR AGENDA

PUBLIC HEARINGS: None.

PETITIONS AND COMMUNICATIONS:

SCHOOLS: Dr. E. Wayne Harris, Superintendent. Roanoke City Public Schools, presented a briefing on the English Language Learners Program. He advised that the expression is often heard that we live in a global society and that statement is often accompanied with an explanation that changes in technology allow us to see around the world. He stated that there is an ever increasing number of students coming into the Roanoke City School system from other countries around the world and the English Language Learners Program helps those students and their parents learn to speak English. He explained that within Roanoke City schools, there are students who speak 27 different languages, with Spanish representing the largest,

Vietnamese second, Croatin third, Haitian fourth and Arabic fifth, and Roanoke's school system provides translations of all documents in the top three languages. He added that it is important to understand that if the school system is to adequately serve each student, it must ensure that parents, guardians and sponsors who do not speak English have the information they need translated. He advised that the Roanoke area is fortunate to have a refugee service located on 9th Street in southeast Roanoke that lends a great deal of support to the English Language Learners Program by providing the names of individuals who can act as translators; and the City of Roanoke has developed an excellent English Language Learners Program which is based on sound and effective implementation of educational theory and provides the necessary resources for success.

Dr. Harris stated that 375 students currently participate in the program, which is supervised by a staff of nine teachers working at various grade levels, and the amount of time that a teacher spends with each student depends on the English limitations of each child; and teachers must insure regular evaluation and modification of the Program to provide equitable accommodations for students through a trained and knowledgeable staff. Because of the increased number of students participating in the program, Dr. Harris advised that two additional teachers will be added to the staff to ensure the success of these 375 students, who must meet the same high standards as other students in regard to the Standards of Learning in the basic skills of reading, comprehension, math, science, history, social studies and technology. He also called attention to the number of kindergarten and first grade students, participating in the program, the number at the middle school level is small when compared to elementary schools, 9th and 10th grades have a significant number of students and it is anticipated that the number will continue to grow with the changing world situation.

Without objection by Council, the Mayor advised that the briefing would be received and filed.

ECONOMIC DEVELOPMENT: Phillip F. Sparks, Executive Director, Roanoke Valley Economic Development Partnership, explained that the Partnership is the only organization in the Roanoke Valley that receives its funding based on a per capita funding formula (\$1.75 per capita), by seven Roanoke Valley governments, at a total budget of approximately \$800,000.00, with the balance beyond government support being derived from the private sector. He stated that the role of the Economic Development Partnership is to attract businesses to the area, as well as to work with existing businesses that are seeking to expand or relocate within the area. He advised that for the year 2001, the Partnership received 400 inquiries compared with 200 in the year 2000; 22 new prospect files were opened, compared with 25 in the year 2000; a total of 44 new or returning visits by prospective businesses; 25 properties were recommended in the City of Roanoke; 11 companies are currently looking at the Roanoke Valley as a potential site, with a total

investment exceeding \$330 million and the potential of 3,000 jobs. He advised that the City of Roanoke has been recognized for the second year in a row in *Expansion Magazine* as one of the top 50 places in the entire United States in which to relocate or expand a business out of more than 300 metropolitan statistical areas in the country, based on the friendliness of government toward business, incentive packages, education, quality of life and other issues. He spoke in support of a recent venture with the New River Valley Economic Development Alliance which represents a major step in marketing the greater region.

Without objection by Council, the Mayor advised that the briefing would be received and filed.

ELECTIONS-ARMORY/STADIUM-REGISTRAR: A communication from the General Registrar advising that the Roanoke City Electoral Board obtained previous approval for a temporary change of polling place for the Jefferson #2 Precinct from the National Guard Armory to the Roanoke City Schools Maintenance Building, for the November 6, 2001 General Election; and due to continued Priority Alert status of the National Guard Armory, the Electoral Board is unable to use Jefferson #2 Precinct for the upcoming Democratic Primary election on March 5, 2002, was before Council.

The Registrar recommended an extension indefinitely or until a permanent change can be made for the polling place for the Jefferson #2 Precinct from the National Guard Armory to the Roanoke City Schools Maintenance Building.

Mr. Hudson offered the following emergency ordinance:

(#35739-020402) AN ORDINANCE temporarily changing the polling place for Jefferson Precinct No. 2 from the National Guard Armory Building on Reserve Avenue, S. W., to the Roanoke City Schools Maintenance Building, at 250 Reserve Avenue, S. W.; and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 65 page 412.)

Mr. Hudson moved the adoption of Ordinance No. 35739-020402. The motion was seconded by Ms. Wyatt and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

REPORTS OF OFFICERS:

CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

BUDGET-WATER RESOURCES: The City Manager introduced Mr. Chip Davis who presented the "Water Tip of the Week". He suggested that water not be allowed to run continuously while shaving.

The City Manager submitted a communication advising that Carvins Cove Reservoir began supplying water to the City of Roanoke on March 21, 1947; the Reservoir is recharged or filled by rainfall and runoff from the watersheds; typically, the Reservoir fills up in the spring and gradually drops during the summer and fall seasons; previous all time lows for the Reservoir were 24.2 feet on December 15, 1981 and 29.2 feet on September 4, 1999, and the Reservoir was last full on April 18, 2000; and a Water Conservation Plan was implemented on June 7, 1999, for the first time in the history of Roanoke City to control and restrict the use of water, with the majority of restrictions having been removed in December, 1999.

It was further advised that rainfall for the calendar year 2001 was 33 per cent below normal; Reservoir water level has steadily dropped to the current level below 20.0 feet from a level of 1.0 foot low on June 1, 2001; significant rainfall is required and necessary between January and June to preclude a critical situation from developing in the summer and fall of 2002; staff is of the opinion that a water supply emergency exists and there is a need to implement usage restrictions; and an average rainfall is predicted for the year 2002, but a significant amount of rain will be needed to sufficiently increase the supply of water in the Carvins Cove Reservoir.

It was explained that staff has developed a Water Conservation Plan dated February 4, 2002, which is designed to extend the useful life of the water supply until sufficient rainfall occurs to refill the Reservoir; restrictions do not place an undue hardship on the business community or the public health, however, restrictions become more aggressive as the water level declines; and the following is a summary of actions that occur at various stages of the Plan:

Stage 1	-Normal operations above 18 feet with no restrictions.
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Stage 2 (18 Feet)-Voluntary restrictions imposed whenever the level of water in the Reservoir is between 18 feet and 22 feet below the spillway.

Stage 3 (22 Feet)-Partial mandatory restrictions imposed whenever the level of water in the Reservoir is between 22 and 26 feet below the spillway. (Restrict outdoor usage between 10 a.m. and 7 p.m. Suspension of certain irrigation/sewer exemption program credits.)

Stage 4 (26 Feet)-Mandatory restrictions imposed whenever the level of water in the Reservoir is between 26 feet and 30 feet below the spillway. (Suspension of all outdoor water uses with certain exceptions; begin water purchases; and imposition of civil penalties. Surcharge applied to the base water rate for Domestic/Commercial/and Industrial users.)

Stage 5 (30 Feet) - Forced reduction imposed whenever the level of water in the Reservoir is 30 feet or more below the spillway. (Prohibition on use of water for all non-essential purposes [defined as not related to health, safety, fire suppression, other public emergencies, or water necessary to sustain business operations] and continuation of surcharge).

The City Manager recommended the following for consideration by Council:

City Council find, for the reasons set forth above, that a water supply emergency exists and there is a need to restrict the use of water in the City. Furthermore, City Council approve the Water Conservation Plan dated February 4, 2002

Authorize the City Manager, in accordance with the City of Roanoke Charter of 1952, Sections 2-(31) and (32), and Virginia Code Section 15.2-924, to impose suitable penalties for the violations of the Water Conservation Plan of \$100.00 for residential users and \$500.00 for institutional/commercial/industrial users. Each day of a violation shall be considered a separate violation. Penalties assessed will be immediately payable. Council further authorize the City Manager to provide that failure to pay the penalty assessed and/or multiple violations of the Water Conservation Plan may subject the water user to immediate cut off of water service and service will not be resumed until all bills, penalties, plus the then current turn on fee are paid.

Authorize the City Manager to take such further action and to provide for such rules or regulations as may be necessary to administer and/or implement the Water Conservation Plan.

Authorize the City Manager to employ, temporarily, additional personnel as may be necessary for patrolling and issuing of citations to water users in violation of restrictions and allocated conditions set forth in the Plan. Additionally, authorize the City Manager to authorize the use of the following employees for patrolling and issuing of citations: Watershed Security Officers (2); Boat Inspectors (2); Pump and Storage Operators (2); Utility Workers (2); other Water Department employees as required.

City Council suspend the irrigation/sewer exemption program provided for in Section 26-27 of the Code of the City of Roanoke (1979), as amended, insofar as it applies to City water used for irrigation purposes or the filling or refilling of swimming pools once Stage 3 of the Plan is reached. Authorize the Director of Finance to suspend or revoke any permits, credits, or exemptions issued pursuant to Section 26-27 of the City Code, with the intent being that sewer charges will now be imposed on City water used for such purposes should the Reservoir level reach Stage 3 (22 feet). The purpose of such action is to encourage reduction in water usage. Also, provide that the Director of Finance, or his designee, shall attempt to provide notice of such action to any persons or entities receiving such an exemption, credit, or permit pursuant to Section 26-27 of the City Code, either by publishing notice in a newspaper of general circulation or by mailing notice to such persons or entities.

Impose a water surcharge as noted in the Plan should the Reservoir level reach Stage 4 (26 feet). This surcharge will be \$0.12 per HCF and applied to the base rate for Domestic/Commercial/and Industrial users, which will have the effect of a charge of \$1.33 per HCF from the first gallon used until all mandatory restrictions are lifted.

Amend the Water Fund FY 2001/2002 budget and appropriate \$1,000,000.00 from the Water Fund Prior Year Retained Earnings into Account No. 002-510-2170-2055, Purchased Water, to provide for emergency water purchases; \$30,000.00 into Account No. 002-510-2170-1003, Overtime Wages, to provide for additional personnel as may be necessary for patrolling and issuing of citations to water users in violation of restrictions and conditions set forth in the

Plan and \$30,000.00 into Account No. 002-510-2160-2015, Advertising, to provide for public relations materials, etc.

Authorize the City Manager to lift mandatory water restrictions once the level of the Reservoir reaches ten feet below the spillway. Provided, however, once a particular Stage provided for in the Plan is reached and the provisions and restrictions of that Stage take effect, the City Manager may maintain the restrictions and provisions of that Stage until the water level at Carvins Cove Reservoir has improved and stabilized to a sufficient level above that particular Stage, as may be determined by the City Manager in her discretion, before that particular Stage will be determined to be no longer applicable and the restrictions and provisions of that Stage are lifted.

Mr. Hudson moved that Council concur in the recommendations of the City Manager. The motion was seconded by Ms. Wyatt and unanimously adopted.

Mr. Carder offered the following emergency budget ordinance:

(#35740-020402) AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Water Fund Appropriations, and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 65 page 413.)

Mr. Carder moved the adoption of Ordinance No. 35740-020402. The motion was seconded by Mr. Harris and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

Ms. Wyatt requested that the City Manager provide a brief history of the events that led to the closing of the Crystal Spring Pump Station; whereupon, the City Manager advised that the City was requested in May 2001 to cease operation of the Crystal Spring facility because recent testing of the water by the Health Department detected on several occasions the presence of bacteria in the untreated water; therefore, the Health Department requested the City to take the plant out of operation and to install a new filtration system which is in progress, with the plant to be operational by December 2002. She advised that the City continues to have dialogue with the Health Department to determine if it is possible, through additional treatment and monitoring means, to bring the Crystal Spring water source back on line sooner than December because of the current water situation. She explained that when Carvins Cove Reservoir reaches 26 feet below the spillway, the City will begin purchasing water from Roanoke County, the water situation is monitored on a daily basis, and it is not believed to be necessary to purchase water at this time.

The Mayor inquired as to the feasibility of purchasing water from Roanoke County now when water rates would be at a lower cost and the status of the Spring Hollow water supply.

There were questions as to whether other jurisdictions in the Roanoke Valley have surplus water to sell to the City of Roanoke; whereupon, Michael McEvoy, Director of Utilities, advised that the City of Salem has indicated that it is willing to sell the City water until approximately June 1, 2002, and at that time, if extra capacity is available, they will continue to sell water to the City; Roanoke County is willing to sell water to the City, but officials have cautioned that a long term sale of more than five to six months would be conditional on the Roanoke River recharging itself.

Mr. Carder offered the following emergency ordinance:

(#35741-020402) AN ORDINANCE declaring that a water supply emergency exists and there is a need for water conservation measures to be taken within the City of Roanoke; approving the Water Conservation Plan dated February 4, 2002; authorizing the City Manager to impose suitable penalties for violations of the Water Conservation Plan; authorizing the City Manager to employ, temporarily, personnel as water conservation officers, and to authorize those officers as well as certain other City employees to patrol and issue citations for violations of the Water Conservation Plan; authorizing the City Manager to take such further action and to provide for such rules and regulations as may be necessary to implement, administer and enforce the Water Conservation Plan; temporarily suspending the sewer charge reductions authorized by Section 26-27 of the Code of the City of Roanoke (1979), as amended, in certain circumstances and authorizing the Director of Finance to revoke any permits, exemptions, or credits issued pursuant to Section 26-27 of the City Code; imposing a water surcharge as set forth in the Water Conservation Plan; authorizing the City Manager to maintain the restrictions and provisions of a particular stage under the Plan until the water level at Carvins Cove Reservoir has improved and stabilized to a sufficient level above that particular stage, before lifting the restrictions and provisions of that stage; authorizing the City Manager to lift mandatory water restrictions once the level of the Carvins Cove Reservoir reaches ten feet below the spillway; and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 65 page 414.)

Mr. Carder moved the adoption of Ordinance No. 35741-020402. The motion was seconded by Mr. Harris.

There was discussion in regard to Section 10 of the above referenced ordinance:

“10. Should the water level at the Carvins Cove Reservoir rise above the level of ten feet below the spillway the water supply restrictions may be, but are not required to be, lifted by the City Manager and the City Manager is authorized to take such actions as may be necessary to terminate the Water Conservation Plan in an orderly manner if all such restrictions are lifted.”

Further discussion ensued with regard to what is meant by terminating the Water Conservation Plan and whether the February 4, 2002 plan will be in effect at some future date if another drought occurs; whereupon, the City Manager advised that the February 4, 2002 plan addresses the Water Conservation Plan as invoked under the current drought, and the Plan would remain as an official document of the City to be invoked in the future if the City were to experience a similar drought situation.

The City Attorney advised that Council would be required to make particularized findings each time the Water Conservation Plan is invoked.

In regard to lifting restrictions, there was discussion as to what will happen as Carvins Cove Reservoir begins to fill up; the Water Conservation Plan is clear about the triggers that need to be in place as the water level drops, for example, not to move from Stage 2 to Stage 3 until the reservoir reaches 22 feet below the spillway; however, on the way back up, those same kinds of triggers are not in place, and the ordinance should state that the restrictions at one stage will stay in effect until the water level reaches the beginning point of the previous stage.

It was suggested that Council act on the measure as presented by the City Manager and that concerns/comments expressed by Council Members be referred to the City Manager to address as a separate issue.

Following further discussion, it was the consensus of Council to act on the measure as presented, keeping in mind that the concerns and comments expressed by Council Members would be referred to the City Manager to address as a separate issue.

Ordinance No. 35741-020402 was adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

AFFIRMATIVE ACTION-CITY EMPLOYEES: The City Manager submitted a communication advising that the City of Roanoke continues to make strides toward becoming an employer that reflects the diverse customer base it serves; during the past year, the City focused on two initiatives; i.e.: increasing the diversity of its workforce and developing the knowledge and skill base related to understanding and managing diversity; achievement of these objectives over the long term will help achieve business and strategic goals established by City Council; and accomplishments related to increasing workforce diversity focused on implementing a broad based, yet focused recruitment and selection program.

It was further advised that two years ago, there were four departments/divisions under the direction of the City Manager that did not employ any persons of color; currently, three of the four operations employ minorities; the City has also hired or promoted persons of color into a number of key professional and management positions, including Assistant City Manager, Neighborhood Partnership Coordinator, Human Resources Administrator, Planning/Support Services Supervisor, Budget and Management Analyst, Training Specialist, Economic Development Specialist, Compensation and Benefits Analyst and Human Resources Recruiter; appointment to these key positions is a clear indication of the City's commitment to diversity, yet there is more work to be done; and ultimately, successful implementation of Roanoke's diversity program will be based on increasing "diversity capacity", which involves much more than hiring more women and people of color, but it is about treating employees and citizens with respect and understanding and embracing differences, talents and perspectives that are unique.

It was explained that employment data for 2001 shows that 57 of the 247 new hires (23.4 per cent) and 21 of the 82 promoted (25.6 per cent) were people of color; while this data is not substantially different from last year, 23 per cent and 33 per cent respectively, it is important to note that of the 56 minority new hires during 2001, 14 were in the officials and professionals categories, while last year, only seven were in these categories; minority promotions in these same categories went from four to seven during this time frame; and of particular note is the impact of public safety new hires and promotions, and inasmuch as sworn Police, Sheriff and Fire/EMS employees represent almost 28 per cent of the City's workforce and based on the ongoing difficulty the City has in recruiting and hiring people of color and women in these positions, the City's task of increasing overall workforce diversity will remain difficult.

It was noted that in May 2001, the Department of Human Resources, in partnership with the Roanoke Branch of the NAACP, held a Job Fair at the Roanoke Civic Center Auditorium, with more than 75 registrants and ultimately five persons were hired into full-time positions and three were hired in temporary slots; which effort has paid dividends toward increasing workforce diversity; and the NAACP and

City staff are working to understand important workplace issues of concern to both organizations in an effort to develop more trust that will ultimately lead to improved community relations.

It was explained that the Department of Human Resources also operated a booth at the Henry Street Festival alongside the NAACP; by aligning the City organization with others that are interested in workplace diversity, such as the NAACP, the City intends to show the community that it is committed to this important issue; working with the new Human Resources Recruiter, the NAACP and others, more minority applicants were sought out who may not have previously considered employment with the City of Roanoke; from June through December, the City's recruiter met with over 100 people and six were hired; another major effort undertaken during 2001 is implementation of the Employee Development Program, and by utilizing these resource tools, employees are able to manage their professional development and prepare for future job opportunities; and currently, 56 employees participate in the program, 63 per cent of which are female and 27 per cent are people of color.

It was further explained that staff members from Fire/EMS, Police, Sheriff's Office, and Human Resources continue to recruit candidates of color and women at military installations and historically black colleges and universities; on-site tests are conducted, when possible, and overnight accommodations are provided to military candidates who come to Roanoke to test; the City of Roanoke continues to co-sponsor This Valley Works Job Fair held every spring at the Roanoke Civic Center, which attracted more than 3,500 job applicants last year; the City's internship continues to attract high-caliber rising college seniors, and 12 students were placed in jobs throughout the City during 2001, seven of which were people of color; and recruitment initiatives will continue to emphasize building relations with local groups interested in workforce diversity.

It was advised that commitment is the foundation needed to build and maintain a high-quality, diverse workforce; during 2002, the City will take a number of actions intended to keep its commitment at the forefront and begin to move the City organization to a higher level of diversity competence; from a leadership perspective, the City intends to build diversity capacity through training its managers to understand that an inclusive work environment is one of the best ways to get a better return on the investment in human capital, and, therefore, an increase in worker productivity; the City will also initiate a new training program aimed at improving the ability of its workforce to serve a diverse community; and the time has come to appoint a standing Leadership Diversity Advisory Group, the purpose of which will be to:

- **Work with the Leadership Team to reconfirm the organizational leadership philosophy and adopt additional wording for a diversity statement within the philosophy;**
- **Understand individual organization impediments to diversity;**
- **Advise Training staff, Human Resources and the City Manager concerning diversity programs and policies;**
- **Assist departments with developing diversity goals; and**
- **Support other leaders' progress and champion diversity efforts.**

It was further advised that the group will provide the City with a new perspective on diversity which will help the City to become the organization it aspires to be; in order to improve the City's ability to recruit more minorities, particularly those interested in professional and public safety positions, Human Resources is working with a company that will determine the appropriate media and online advertising that could be used to attract more diverse candidates; and this strategy will include methods that are designed to interact with passive and active job seekers and will include the design and production of a recruitment ad campaign.

In conclusion, the City Manager stated that she is pleased with many of the actions the City has taken to increase diversity within the organization, yet there is much to be done; the focus on building "diversity capacity" and the establishment of the Leadership Diversity Advisory Group will serve to challenge all persons in the City organization to reach a higher level of understanding; comfort zones and everyday relationships may be impacted by the collective results; new strategies must be developed to increase the diversity of the City's workforce, otherwise, the City's credibility as an organization that espouses diversity will be challenged; and the work is important because it affects the very heart of who we are as individuals and as an organization.

Brenda Hale, President, Roanoke Chapter, NAACP, expressed appreciation for the City's positive initiatives in regard to implementing long over due changes leading to a more diverse City work force, and for the opportunity to work in collaboration with the City of Roanoke. She spoke to the success of the first Job Fair in May 2000 in which 74 applications were submitted and eight persons were hired. She advised that the National Conference of Community and Justice, Roanoke Chapter, has offered its assistance to help the City work force reflect the diversity of the 70 nations that are currently represented in the Roanoke community. She commended the 2001 Affirmative Action report which shows an increase in

minority hires in upper management and professional services; and the City's rating has improved from failing to a C+, except in the area of public safety and protective services, which areas are grossly under represented in regard to minorities. She advised that of concern is the issue of promotions and opportunities for minorities to be a part of the new educational initiative offered by the City and the NAACP will continue to track enrollment numbers.

Matthew Duffy, representing the Refugee and Immigration Service Office, which is affiliated with the Catholic Diocese of Richmond, advised that they are a full service office, with a school liaison officer who coordinates a peer tutoring program emphasizing friendship development and exchange of cultural views, while working closely with the City of Roanoke in providing English as a second language in the school system; and more than 17 different nationalities have received assistance. He stated that the office provides interpreters for the court system and cultural sensitivity classes for the Police Department and the Department of Social Services. He advised that the mission of the Refugee and Immigration Service Office is to help the individual to become self-sufficient within two years and to apply for American citizenship within five years.

Ms. Evelyn D. Bethel, 35 Patton Avenue, N. E., complimented the City on making some improvements in regard to employment of African-Americans; however, she referred to the City Manager's communication in which she refers to "minorities" and "persons of color" and inquired if there is a difference between the two categories. She inquired if any of the positions were new hires, upward mobility or transfers within departments where some persons might have had less responsibility, pay or status. In regard to the Diversity and Awareness Acceptance Program, she spoke to the importance of the advisory group placing emphasis on common courtesies as persons come into the work place, i.e.: a pleasant good morning or good afternoon, or may I get you a cup of coffee. In regard to the Employee Development Program, she inquired as to what plans are in place to ensure that there is upward mobility once an employee enrolls in the program, and will there be follow up to ensure that goals are met. In reference to the Job Fair that was held in May 2000, one of the results of which was the hiring of seven persons, she inquired if any of these individuals were "minorities" or "people of color". She encouraged that the City of Roanoke do all that it can to become a fair and equitable employer.

Mr. Terry McGhee, 4002 Virginia Avenue, N. W., advised that affirmation action and diversity should also reach out to the youth of the area, which prejudice seems to exist not only in the Roanoke area, but throughout the United States. He stated that because transportation is not available, there is no diversity in the job market; and entertainment offered at the Roanoke Civic Center is not diverse because most of the events are geared toward the preferences of the majority community, as opposed to the African-American segment of the City's population.

Ms. Wyatt inquired if City representatives have visited junior colleges and technical schools within a 100 - 200 mile radius of Roanoke. She called attention to economically depressed areas in southern West Virginia, eastern Tennessee, eastern Kentucky, and further southwest Virginia where citizens are seeking employment as a result of industry closings, and the Danville, Martinsville, and South Boston area where the textile industry has moved out. She encouraged the City Manager to explore those areas whose citizens have diverse expertise.

Mr. White spoke to the advantage of improving small business participation in regard to the purchase of City goods and contractual projects. He concurred in the remarks of Mr. Terry that entertainment events for the minority population are somewhat lacking at the Roanoke Civic Center. Overall, he stated that the City has made great strides in its affirmative action efforts, but there are certain areas in need of improvement.

Without objection by Council, the Mayor advised that the communication would be received and filed.

CONSULTANTS' REPORT-ROANOKE CIVIC CENTER: The City Manager submitted a communication advising that Council appropriated funds, in the amount of \$850,000.00, for the design process for the Roanoke Civic Center Expansion and Renovation Project-Phase II, at its meeting on November 19, 2001; following public advertisement of the Request for Proposals, the City received one qualification proposal from Rosser International, Inc., which was previously awarded the design contract for the Roanoke Civic Center Expansion and Renovation Project-Phase I improvements associated with the \$3 million Arena Ventures package; and inasmuch as only one proposal was received for the project, and City staff is of the opinion that the firm is well qualified, Rosser International, Inc., was selected to provide the required design services for the proposed Roanoke Civic Center Expansion and Renovation Project - Phase II improvements.

It was further advised that in addition to the normal architectural and engineering design services, services will include interior design, food service, acoustics, graphics and landscape design, but do not include assistance during the bid phase or construction phase; City staff has negotiated an acceptable agreement for the proposed work with Rosser International, Inc., for a lump sum fee of \$825,000.00; funding for the agreement is available in Civic Center Expansion/Renovation Phase II, Account No. 005-550-8616; funding in the total amount of \$850,000.00 is needed for the project, and additional funding in excess of the contract amount is needed to support advertising expenses, testing and other unforeseen project expenses.

The City Manager recommended that Council authorize execution of a contract with Rosser International, Inc., in the amount of \$825,000.00.

Mr. Harris offered the following resolution:

(#35742-020402) A RESOLUTION authorizing a contract with Rosser International, Inc., for architectural and engineering services for the Roanoke Civic Center Expansion and Renovation Project - Phase II improvements.

(For full text of Resolution, see Resolution Book No. 65, page 417.)

Mr. Harris moved the adoption of Resolution No. 35742-020402. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, and Bestpitch-----6.

NAYS: Mayor Smith-----1.

BUILDING DEPARTMENT-BUDGET-PUBLIC WORKS-MUNICIPAL BUILDING:
The City Manager submitted a communication advising that there is a need to more carefully evaluate the overall layout for the Public Works Service Center and the surrounding site given the impending relocation of 22 landscape maintenance staff and related equipment from the Parks and Recreation Department, the closing of the Materials Handling Warehouse, the possibility of incorporating the City School's bus maintenance facility, and the need to examine the utilization of land in relation to the proposed stadium-amphitheater complex; with the vacating of the City's Human Services (Social Services) Department from Municipal North in late 2002 or early 2003, there is a need to update the "Long-Range Facilities Master Plan" and revise the conceptual floor plans and cost estimates to re-allocate space within both Municipal North and Municipal South to accommodate the growth of departments remaining in these buildings, as well as other offices housed in space outside the municipal complex; and Council has already given its approval to move forward with each of these studies.

It was further advised that there is also a need to update the master plan relative to the Courthouse Building; information gained from that portion of the study is essential in accurately identifying the budget needs for this future Capital Improvements project; following public advertisement for bids, HSMM, Inc., has been deemed the best qualified to provide the planning services required for the study; City staff has negotiated an acceptable agreement for the work with HSMM, Inc., for a lump sum fee of \$149,220.00; and funding for the agreement is available in the following accounts:

<u>Name</u>	<u>Account Number</u>	<u>Amount</u>
Public Works Service Center	008-530-9776-9003	\$50,000.00
Study of Municipal North and South Office Use	008-530-9777-9003	\$50,000.00
Capital Improvement Reserve	008-052-9575-9173	\$50,000.00

It was noted that funding, in the total amount of \$155,000.00, is needed to perform the study; and additional funding in excess of the contract amount is needed to support advertising expenses, limited testing, reproduction, and other unforeseen project expenses.

The City Manager recommended that Council authorize execution of a contract for Consultant Services for the above described work with Hayes, Seay, Mattern & Mattern, Inc., in the amount of \$149,220.00; and transfer \$155,000.00 from the following accounts: \$50,000.00 from Public Works Service Center, Account No. 008-530-9776-9003, \$50,000.00 from Study of Municipal North and Municipal South Office Use, Account No. 008-530-9777-9003, and \$55,000.00 from Capital Improvements Reserve, Account No. 008-052-9575-9173, to a new capital account entitled, "Master Plan for PWSC, Municipal Complex and Courthouse Building."

Mr. Harris offered the following emergency budget ordinance:

(#35743-020402) AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Capital Projects Fund Appropriations, and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 65 page 418.)

Mr. Harris moved the adoption of Ordinance No. 35743-020402. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

Mr. Harris offered the following resolution:

(#35744-020402) A RESOLUTION authorizing a contract with Hayes, Seay, Mattern & Mattern, Inc., for programming and space planning services for the design and development of conceptual building and site plans and related work for the City's Public Works Service Center, to update the City's 1996 "Long-Range Facility Master Plan", and develop related conceptual floor plans for the City's Municipal North and Municipal South office buildings, and the Courthouse building.

(For full text of Resolution, see Resolution Book No. 65 page 419.)

Mr. Harris moved the adoption of Resolution No. 35744-020402. The motion was seconded by Mr. Hudson and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

CITY SHERIFF: The City Manager submitted a communication in connection with uniforms for employees in the Sheriff's department; whereupon, she recommended that Council authorize issuance of a purchase order(s) to Kay Uniform Co., Inc., for the purchase of Roanoke Sheriff's Office employee uniforms, for a term period of one year, with the option to renew for four additional one year periods, with pricing to remain the same for all five years, and that all other bids received by the City be rejected.

Mr. Bestpitch offered the following resolution:

(#35745-020402) A RESOLUTION accepting the bid of Kay Uniform Company, Inc., for the purchase of Roanoke City Sheriff's Office employee uniforms; and rejecting all other bids made to the City.

(For full text of Resolution, see Resolution Book No. 65 page 420.)

Mr. Bestpitch moved the adoption of Resolution No. 35745-020402. The motion was seconded by Mr. Hudson.

Mr. White suggested that a consolidated bid for all City uniforms would invoke more participation and better pricing and asked that the matter be explored when addressing future needs.

Resolution No. 35745-020402 was adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

BUDGET-FIFTH DISTRICT EMPLOYMENT AND TRAINING CONSORTIUM-FIRST UNION NATIONAL BANK: The City Manager submitted a communication advising that the City of Roanoke, First Union and the Fifth District Employment and Training Consortium (FDETC) agreed, if First Union would maintain 420 jobs in Enterprise Zone One, training funds would be available; the agreement states that First Union is responsible for repaying \$400.00 for each position below 420; an October 2001 compliance review noted only 309 First Union employees are now located in Enterprise Zone One, therefore, the City of Roanoke received a check from First Union in the amount of \$44,400.00, representing repayment for 111 positions; the funds need to be appropriated into a City budget account; and the penalty repayment provides an opportunity to further maintain and stimulate economic activity within Enterprise Zone One.

It was further advised that Carilion Health System (CHS), in an agreement dated September 1, 1998, agreed to move or create at least 310 jobs in Enterprise Zone One; the City of Roanoke agreed to make available, through the Fifth District Employment and Training Consortium, jobs training grants in the amount of \$1,000.00 per employee, not to exceed \$500,000.00; CHS has experienced more growth than it anticipated and has requested more training funds than initially set aside; and total request for training funds is \$335,678.32, while the City set aside \$310,000.00 for CHS training funds.

The City Manager recommended that Council appropriate \$25,678.32 from First Union repayment funds into CHS Training Grant Account No. 008-002-9699, with the remaining \$18,721.68 to be deposited in Account No. 008-052-9630-2044; the Enterprise Zone Training Incentive Fund will further the goals of the Enterprise Zone Program; and establish a revenue estimate of \$44,400.00 in "First Union Job Grant Repayment" revenue account.

Mr. White offered the following emergency budget ordinance:

(#35746-020402) AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Capital Projects Fund Appropriations, and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 65 page 421.)

Mr. White moved the adoption of Ordinance No. 35746-020402. The motion was seconded by Mr. Harris and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

POLICE DEPARTMENT-BUDGET-CITY PROPERTY: The City Manager submitted a communication advising that in 1986, Congress authorized the transfer of certain Federally forfeited property to state and local law enforcement agencies that participated in the investigation and seizure of the property; application for an equitable share of property seized by local law enforcement must be made to the U. S. Department of Justice and certified by the City Attorney; and the property, including funds shared with state and local agencies, may be used only for the purpose stated in the application, i.e., narcotics investigations related to law enforcement.

It was further advised that participation in Federally forfeited property enhances the effectiveness of narcotics investigations by providing necessary investigations equipment, investigative funds, overtime expenses, and offsets the costs that would otherwise have to be borne by City taxpayers; the Police Department receives funds periodically from the Federal Government's Asset Sharing Program; grant requirements state that the funds must be placed in an interest bearing account, with interest earned to be used in accordance with program guidelines; and revenues \$58,982.00 have been collected and are available for appropriation in Grant Fund Account Nos. 035-640-3304-3305 and 035-640-3304-3306.

The City Manager recommended that Council appropriate \$58,982.00 to the Grant Fund Account for Exp. Equipment (035-640-3304-2035) and increase the Grant Fund Revenue Estimate for Account No. 035-640-3304-3305 by \$58,231.00 and Account No. 035-640-3304-3306 by \$751.00.

Mr. Hudson offered the following emergency budget ordinance:

(#35747-020402) AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Grant Fund Appropriations, and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 65 Page 422.)

Mr. Hudson moved the adoption of Ordinance No. 35747-020402. The motion was seconded by Ms. Wyatt and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

BUDGET-FIRE DEPARTMENT-GRANTS-CMERP-EMERGENCY MEDICAL SERVICES-EQUIPMENT: The City Manager submitted a communication advising that the Virginia Department of Health, Office of Emergency Medical Services, has a Rescue Squad Assistance Fund (RSAF) grant program that is administered twice annually; and Roanoke Fire-EMS applied in September 2001 for the grant in order to furnish apparatus with eight automatic external defibrillators (AED) and four suction units, which will equip the apparatus with medical First Response capability, and bring a reserve ambulance into compliance with new state EMS regulations.

It was further advised that in January 2002, the State Office of Emergency Medical Services awarded Roanoke Fire-EMS a grant of \$14,000.00 for the above referenced project, requiring a \$14,000.00 local match; sufficient matching funds for the grant were appropriated through CMERP in 2001; and action by Council is needed to formally accept and appropriate the funds and authorize the Director of Finance to establish revenue estimates and appropriation accounts to purchase equipment and supplies pursuant to provisions of the grant.

The City Manager recommended that Council authorize acceptance of the grant and appropriate State grant funds of \$14,000.00, with a corresponding revenue estimate in accounts to be established by the Director of Finance in the Grant Fund; and transfer the local match of \$14,000.00 from Account No. 001-520-3521-9132 to the same Grant Fund account.

Mr. Harris offered the following emergency budget ordinance:

(#35748-020402) AN ORDINANCE to amend and reordain certain sections of the 2001-2002 General and Grant Funds Appropriations, and providing for an emergency.

(For full text of Ordinance, see Ordinance Book No. 65 page 423.)

Mr. Harris moved the adoption of Ordinance No. 35748-020402. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

Mr. Harris offered the following resolution:

(#35749-020402) A RESOLUTION authorizing the acceptance of the Rescue Squad Assistance Fund ("RSAF") Grant made to the City of Roanoke by the Virginia Department of Health, Office of Emergency Medical Services, and authorizing the execution and filing by the City Manager of the conditions of the grant and other grant documents.

(For full text of Resolution, see Resolution Book No. 65, page 425.)

Mr. Harris moved the adoption of Resolution No. 35749-020402. The motion was seconded by Mr. Carder and adopted by the following vote:

AYES: Council Members Hudson, Wyatt, Harris, White, Carder, Bestpitch and Mayor Smith-----7.

NAYS: None-----0.

CITY CLERK:

SCHOOLS: The City Clerk submitted a written report advising that pursuant to Chapter 9, Education, Code of the City of Roanoke (1979), as amended, establishing a procedure for the election of School Trustees, the three-year terms of office of Charles W. Day and Brian J. Wishneff will expire on June 30, 2002; Mr. Day is ineligible to serve another term inasmuch as he has served three consecutive three year terms of office; and pursuant to Section 9-16 of the Code of the City of Roanoke (1979), as amended, on or before February 15 of each year, Council shall announce its intention to elect Trustees of the Roanoke City School Board for terms commencing July 1 through (1) public announcement of such intention at two consecutive regular sessions of the Council and (2) advertisement of such intention in a newspaper of general circulation in the City twice a week for two consecutive weeks.

It was further advised that Section 9-17 of the City Code provides that applications must be filed in the City Clerk's Office by March 10 of each year; since March 10, 2002, falls on Sunday, and City offices will be closed, the deadline for receipt of applications will be Friday, March 8 at 5:00 p.m; application forms will be available in the City Clerk's Office and may be obtained between the hours of 8:00 a.m., and 5:00 p.m., Monday through Friday; and information describing the duties and responsibilities of School Trustees will also be available.

Without objection by Council, the Mayor advised that the report would be received and filed.

DIRECTOR OF FINANCE:

DIRECTOR OF FINANCE-AUDITS-FINANCIAL REPORTS: The Director of Finance submitted the Financial Report for the City of Roanoke for the month of December, 2001.

There being no questions, and without objection by Council, the Mayor advised that the financial report would be received and filed.

REPORTS OF COMMITTEES: None.

UNFINISHED BUSINESS: None.

INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: None.

MOTIONS AND MISCELLANEOUS BUSINESS:

INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF COUNCIL:

WATER RESOURCES: Council Member Wyatt requested that the City Manager explore the feasibility of requesting area hotels and restaurants to voluntarily conserve water; i.e.: through laundry practices and serving water with meals upon request only.

FIRST CITIES COALITION: Vice-Mayor Carder presented an update on the First Cities Coalition meeting which was held on January 31, 2002, as a part of Virginia Municipal League Legislative Day. He advised that the First Cities Coalition is composed of a group of 13 cities that lobby the General Assembly with regard to inequities that cities suffer in terms of road funding, Standards of Quality, etc. He noted that the following initiatives were adopted on January 31: (1) to hold a First Cities caucus in which all 13 cities, elected officials and legislators would discuss pertinent issues; (2) to review tax restructuring (Virginia is the 44th lowest tax state in the United States and tenth in income per capita); (3) an informational/publicity campaign intended to bring to the forefront the challenges of urban cities; and (4)

to review litigation to determine if the First Cities Coalition can file suit against the Commonwealth of Virginia for its under funding of the Standards of Quality. He stated that the First Cities Coalition will meet during each quarter and staff for the member localities have been requested to address the above referenced issues.

CITY CHARTER-LEGISLATION-ROANOKE CIVIC CENTER-TAXES: Vice-Mayor Carder addressed the issue of the defeat of the City's admissions tax bill and the City Charter Bill on January 31, 2002, on the floor of the House of Representatives at the Virginia General Assembly. He stated that the purpose of the admissions tax bill was not to tax the entire City, but to fund Roanoke Civic Center improvements, totalling \$15 million, without taxing all entertainment venues in the City. He explained that this specific funding mechanism and the \$15 million of improvements to the Roanoke Civic Center was supported by the Roanoke Regional Chamber of Commerce, Downtown Roanoke, Inc., Roanoke Civic Center Commission, City staff and by unanimous vote of Roanoke City Council. He advised that a legislative representative from the City of Salem, leading the charge to kill a Roanoke City Charter Bill, lends a slap to regional support; the statement was made that Roanoke City needed to get its house together regarding that which was brought forward, whereupon, Vice-Mayor Carder inquired as to how much more the City could have done since 2700 businesses through the Roanoke Valley Chamber of Commerce, Downtown Roanoke, Inc., the Roanoke Civic Center Commission, City staff, and City Council unanimously voted in favor of the admissions tax bill.

In the future and inasmuch as local government is the closet to the citizens in terms of providing services, Vice-Mayor Carder requested that Members of Council leave politics out of such issues while keeping in mind the best interest of all citizens. He advised that if Council allows politics to enter into its decision-making process, it will be stepping back into the "stone age" in representing the City of Roanoke, the Roanoke Valley and the region.

Council Member Bestpitch advised that he, too, felt compelled to comment on the events regarding the City Charter Bill that Council requested its representatives to the General Assembly to introduce on behalf of the City of Roanoke. He stated that he was most deeply concerned by the statements of the Mayor and his allies in his campaign to defeat the legislation since several statements appeared to be designed to deliberately mislead the public. In regard to the admissions tax bill, he advised that the bill was not an effort to get the General Assembly to say that it was raising taxes, and Council was not asking the General Assembly for authority to raise the admissions tax, because City Council already has that authority. He

explained that the legislation was requested so that Council might have the authority to set the admissions tax for City owned facilities at a higher rate than the tax for those facilities that are operated by private enterprise, and two separate tax rates would have ensured that the users of the civic center and the stadium/amphitheater would provide the additional tax revenues needed to pay for the facilities. Since the City has committed itself to improvements at the Roanoke Civic Center and construction of a new stadium/amphitheater, he stated that the City has no choice but to raise the admissions tax across the board, including the tax on private business.

Secondly, Mr. Bestpitch advised that misstatements were made in regard to legislation to amend the City Charter; whereupon, he explained that the bill would have had no effect on the way the Vice-Mayor is selected, or the number of School Board members, the bill does not increase the City's bureaucracy, but seeks to update and remove redundant provisions in an effort to bring the City's practices in line with common procedures used by the state and other localities. He called attention to the amount of staff time involved to research issues and to draft legislation for the proposed City Charter amendments. He advised that the two party system is an integral part of democracy, each party helps to strengthen the other by debating opposing viewpoints and by challenging public officials to keep faith with the voters. He stated that Council agrees about much more than it disagrees; his opinion may not always be supported by a majority of Council; he will sometimes be on the losing side whether it be on historic preservation, rezoning requests, or other issues; sometimes he will want to extend debate on a motion and one of his colleagues will call for the question to end debate; and, accordingly, there may be instances when the Mayor will lose on a request to continue debate on an agenda item and a member of Council will call for the question on the Mayor. He stated that in the past he has not hesitated to express his differences of opinion with the Mayor and will continue to do so, but he has also supported the Mayor's position when he agrees with his viewpoint and will continue to do so in the future. He advised that he will not allow party politics to interfere with the best interest of the City where his votes are concerned and it is hoped that the Mayor will pledge the same commitment to Roanoke's citizens.

In regard to raising funds for civic center improvements, Mr. White requested that the record reflect that there are services/projects that could be reconsidered and/or re-engineered leading to greater efficiency in City government, and this may be an appropriate time for the City Manager and City staff to review the overall operation of the City leading up to fiscal year 2002-03 budget study. He stated that he has served on City Council for a number of years, and there have been disagreements, which have not always been across party lines because people think, react and approach situations differently. He advised that the events that took place during VML Legislative Day on January 31, 2002, in Richmond reflect how individuals react and solve problems in different ways.

Council Member Hudson advised that it is said that local government is the closest to the people and no one feels more strongly than he about communicating with Roanoke's citizens. He stated that much of the problem rests in the fact that the bond issue regarding civic center improvements did not go to referendum for a vote by the citizens, therefore, the City lost the trust of many of its taxpayers, and Council has demonstrated to the citizens that it does not trust each other. He advised that he is a firm believer in asking the people who pay the bills for their input on spending taxpayer dollars.

With regard to the civic center admissions tax bill, the Mayor advised that different viewpoints can be taken as to whether the action would save taxes or raise taxes. He stated that he had no conversation with any person regarding the issue of the civic center admissions tax, although he does not support the increase because there are other ways to accomplish the needed improvements. He advised that in the 1960's when the same City Charter was in effect, it allowed the City to construct the civic center without increasing taxes and it is a source of concern that the same cannot be done today. He called attention to other ways to raise funds such as an increase in event ticket prices, or a tax on the promoter of an event.

With regard to City Charter amendments, the Mayor advised that he engaged in conversation with legislators. He stated that he, too, was concerned about the amount of time that was spent by City staff on the City's Charter amendments, but he is also aware that the same City Charter amendments were prepared and submitted to the General Assembly last year and defeated, therefore, no additional work was required by City staff for the City Charter amendments that were submitted to the 2002 Session of the General Assembly. Because of his experience from last year, he advised that there were certain items that were objectionable in the City Charter bill; he had received a report that certain items were added or deleted through the committee, and there was no way to track all of the steps that the bill had followed, therefore, the City Charter bill was probably defeated due to experiences from last year rather than experiences this year. He stated that it demonstrates that the City of Roanoke and the Roanoke Valley went to Richmond and their voices were heard, however, the problem was that all parties did not go in harmony; regardless of any items that may be included on a "wish list" from the General Assembly, it takes the cooperation of two parties to bring about success; and if Council had gone to Richmond in unanimous agreement, their differences might have been resolved to the satisfaction of everyone, therefore, the City missed an opportunity to work together for the benefit of the entire Roanoke Valley. He added that he looks forward to another year of working with Council to voice the City's views in harmony to legislators and to demonstrate that the City of Roanoke is heard in a positive way.

CITY MANAGER COMMENTS: None.

The Mayor advised that RVTV Channel 3 coverage of the Council meeting would conclude at this point.

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Mayor advised that Council sets this time as a priority for citizens to be heard; it is a time for informal dialogue between Council and citizens; and matters requiring referral to the City Manager will be referred, without objection by Council, for response, report and recommendation to Council.

COUNCIL: Ms. Evelyn D. Bethel, 35 Patton Avenue, N. E., requested clarification on a previous agenda item in which four speakers addressed Council and they were required to limit their remarks to three minutes each instead of the five minutes provided by Council's Rules of Procedure. She referred to Item 12, Hearing of Citizens Upon Public Matters, on the printed agenda and noted that the agenda does not state that it is a time for informal dialogue between the Members of City Council and citizens.

There being no further business, the Mayor declared the meeting adjourned at 4:50 p. m.

A P P R O V E D

ATTEST:

Mary F. Parker
City Clerk

Ralph K. Smith
Mayor



March 18, 2002

The Honorable Mayor and Members
of City Council
Roanoke, Virginia

Dear Mayor Smith and Members of Council:

Subject: Request for a Closed Meeting

This is to request that City Council convene a closed meeting to discuss the disposition of publicly-owned property, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711.A.3, Code of Virginia (1950), as amended.

Sincerely,

Darlene L. Burcham
City Manager

DLB:ca

C: Mary F. Parker, City Clerk
James D. Grisso, Director of Finance
William M. Hackworth, City Attorney



March 18, 2002

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

This is to request that City Council convene a closed meeting to discuss the acquisition of real property for a public purpose, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to Section 2.2-3711(A)(3), of the Code of Virginia (1950), as amended.

Sincerely,

Darlene L. Burcham
City Manager

DLB:ca

c: City Attorney
City Clerk
Director of Finance



WILLIAM M. HACKWORTH
CITY ATTORNEY

CITY OF ROANOKE
OFFICE OF CITY ATTORNEY
464 MUNICIPAL BUILDING
215 CHURCH AVENUE, SW
ROANOKE, VIRGINIA 24011-1595

TELEPHONE: 540-853-2431
FAX: 540-853-1221
E-MAIL: cityatty@ci.roanoke.va.us

ELIZABETH K. DILLON
STEVEN J. TALEVI
GARY E. TEGENKAMP
DAVID L. COLLINS
CAROLYN H. FURROW
ASSISTANT CITY ATTORNEYS

March 18, 2002

The Honorable Mayor and Members
of City Council
Roanoke, Virginia

Re: Request for closed meeting

Dear Mayor Smith and Council Members:

This is to request that City Council convene a closed meeting to consult with legal counsel on a matter of probable litigation, pursuant to §2.2-3711.A.7, Code of Virginia (1950), as amended.

With kindest personal regards, I am

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Elizabeth K. Dillon". Below the signature, the word "For" is written in a smaller, simpler font.

William M. Hackworth
City Attorney

WMH:f

cc: Darlene L. Burcham, City Manager
Mary F. Parker, City Clerk



WILLIAM M. HACKWORTH
CITY ATTORNEY

CITY OF ROANOKE
OFFICE OF CITY ATTORNEY
464 MUNICIPAL BUILDING
215 CHURCH AVENUE, SW
ROANOKE, VIRGINIA 24011-1595

TELEPHONE 540-853-2431
FAX 540-853-1221
E-MAIL cityatty@ci.roanoke.va.us

ELIZABETH K. DILLON
STEVEN J. TALEVI
GARY E. TEGENKAMP
DAVID L. COLLINS
CAROLYN H. FURROW
ASSISTANT CITY ATTORNEYS

March 18, 2002

The Honorable Mayor and Members
of City Council
Roanoke, Virginia

Re: Request for closed meeting

Dear Mayor Smith and Council Members:

This is to request that City Council convene a closed meeting to consult with legal counsel on a matter of probable litigation, pursuant to §2.2-3711.A.7, Code of Virginia (1950), as amended.

With kindest personal regards, I am

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Elizabeth K. Dillon".

For
William M. Hackworth
City Attorney

WMH:f

cc: Darlene L. Burcham, City Manager
Mary F. Parker, City Clerk



March 18, 2002

The Honorable Ralph K. Smith, Mayor
 The Honorable William H. Carder, Vice Mayor
 The Honorable William D. Bestpitch, Council Member
 The Honorable C. Nelson Harris, Council Member
 The Honorable W. Alvin Hudson, Council Member
 The Honorable William White, Sr., Council Member
 The Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Request for Public Hearing for Enterprise
 Zone Amendments

Background:

On January 1, 1984, the Commonwealth of Virginia designated Enterprise Zone One, then known as the City of Roanoke's Urban Enterprise Zone. On January 1, 1996, the Commonwealth of Virginia designated Enterprise Zone Two.

The City's Department of Economic Development completed an evaluation of the local incentives for the City's two Enterprise Zones in 2001 and concluded that amendments were needed to increase the effectiveness of the program.

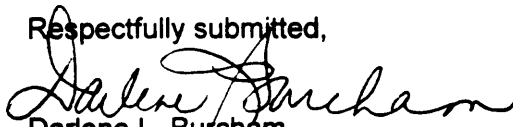
Considerations:

In accordance with the Department of Housing and Community Development's Virginia Enterprise Zone Program Regulations, the local governing body must hold at least one public hearing before submitting an application for amendments to the Department of Housing and Community Development for approval.

Recommended Action:

Authorize the City Clerk to advertise for a public hearing on the above amendments to be held on April 15, 2002, at 7:00 p.m. before City Council.

Respectfully submitted,



Darlene L. Burcham
 City Manager

DLB:slm

c: Mary F. Parker, City Clerk
 Jesse A. Hall, Director of Finance
 William M. Hackworth, City Attorney
 Elizabeth A. Neu, Director of Economic Development

CM02-00049

Proposed Changes to Enterprise Zone Incentives

March 18, 2002

The following incentives are to be deleted:

Utility hook-up fee rebates for new construction based on investment

Justification: This incentive relates only to new construction currently, and will be replaced with an incentive that is for new construction as well as rehabilitations, with a new schedule for rebates.

Machinery & Tools Tax Rebate of 50% of the Machinery & Tools tax owed, based on new equipment investment of at least \$1,000,000

Justification: Although originally listed in the initial application for the Enterprise Zone as Incentive Number Three, the Machinery & Tools Tax Rebate was never offered because it was determined to be against State code. Therefore, this type of rebate will not be considered or offered unless State law changes to permit such rebates to be used as an incentive.

Up to 100% rebate of Development Fees (Building Permits, Site Plan Review) based on new construction investment in the building only.

Justification: This incentive relates only to new construction currently, and will be replaced with an incentive that is for new construction as well as rehabilitations, with a new schedule for rebates.

Personal Development Seminars

Justification: The staff of the Department of Economic Development does not have the expertise to provide this service, and to provide these seminars would duplicate the efforts of other capable organizations in the Roanoke Valley. However, there are many organizations in the Roanoke Valley that are able to provide these seminars and do so on a regular basis. When citizens call about such seminars they are directed to Total Action against Poverty's (TAP) This Valley Works program or several seminars present by the Small Business Development Center at the Roanoke Regional Chamber of Commerce.

New Incentive Number One:
Name: City Rebates of Water,
Fire and Sewer Hookup Fees for
new construction and
rehabilitations.

Impact: Encourage
rehabilitations of existing
structures and not just of new
construction.

Limitations on Applicability:
Amount of investment dictates level of
rebate.

\$1,000,000 or more — 100%
\$900,000-\$999,999.99 — 90%
\$800,000-\$899,999.99 — 80%
\$700,000-\$799,999.99 — 70%
\$600,000-\$699,999.99 — 60%
\$500,000-\$599,999.99 — 50%
\$400,000-\$499,999.99 — 40%
\$300,000-\$399,999.99 — 30%
\$250,000-\$299,999.99 — 20%
\$125,000-\$249,999.99 — 10%
\$0-\$124,999.99 — 0%

Period of Availability: July 1, 2002
through June 30, 2007 (or until
December 31, 2003 if EZ One expires
at this time and is not extended)

This Incentive applies to Enterprise
Zone One and Two.

<p><u>Incentive Number Twelve:</u> Name: City Rebates Building Permit Fees on all new construction or rehabilitations depending on investment.</p>	<p>Limitations on Applicability: Amount of investment dictates level of rebate: \$0-\$24,999.99 — 0% \$25,000-\$49,999.99 — 25% \$50,000-\$74,999.99 — 50% \$75,000-\$99,999.99 — 75% \$100,000 or more — 100%</p>
<p>Impact: Fairly low threshold allows most to benefit from this incentive.</p>	<p>Period of Availability: July 1, 2002 through June 30, 2007 (or until December 31, 2003 if EZ One expires at this time and is not extended)</p> <p>This Incentive applies to Enterprise Zone One and Two.</p>

<p><u>Incentive Number Fourteen:</u> Name: Façade Rebates for renovations in amounts representing 50% of actual costs, capped off at \$20,000. Annual fiscal limit is \$100,000.</p>	<p>Limitations on Applicability: Work has to make a notable difference on the façade of the building.</p>
<p>Impact: By visually improving the front of buildings in the Enterprise Zone, surrounding property values increase, other investment is encouraged and the business climate is improved within the Enterprise Zone and the City of Roanoke.</p>	<p>Period of Availability: July 1, 2002 through June 30, 2007 (or until December 31, 2003 if EZ One expires at this time and is not extended)</p> <p>This Incentive applies to Enterprise Zone One only.</p>

April 15, 2002

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Resolution and Ordinance relating
to Enterprise Zone Local Incentive
Amendments

Background:

On January 1, 1984, the Commonwealth of Virginia designated Enterprise Zone One, then known as the City of Roanoke's Urban Enterprise Zone. On January 1, 1996, the Commonwealth of Virginia designated Enterprise Zone Two.

The Department of Economic Development completed an evaluation of the local incentives of the Enterprise Zones in 2001 and concluded that amendments needed to be done in order to increase the effectiveness of the program.

Considerations:

In accordance with state law (§ 59.1-283) the City of Roanoke must offer local incentives to supplement the incentives offered by the state, as administered by the Department of Housing and Community Development. If the City of Roanoke fails to offer local incentives, as outlined in the 1999 amendments, the City risks losing its Enterprise Zones.

Recommended Action:

Approve the attached Resolution authorizing City officials to make applications of Amendment for Enterprise Zone One and Enterprise Zone Two to the Department of Housing and Community Development, and approve the attached Ordinance outlining the new incentives for the local enterprise zone program.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB/sem

c: Mary F. Parker, City Clerk

William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Elizabeth A. Neu, Director of Economic Development

CM 02-00050



()

03/07/2002 01:04 PM

To: clerk@ci.roanoke.va.us
cc:
Subject: School Board Application

RECEIVED
CITY CLERKS OFFICE

Below is the result of your feedback form. It was submitted by **02 MAR -7 P4:23**
() on Thursday, March 7, 2002 at 13:04:34

Last_Name: Beatty

First_Name: james

Middle_Name: Plumer

Home_Address: 3063 Swarthmore Ave.NW

Home_City: Roanoke,VA

Home_Zip: 24017

Home_Phone: 362-9407

Home_Email: jpbdal22@aol.com

Years_at_Address: 32

Position: Interim Dir.Rke City Schools

Employer: Roanoke City Schools

Date_Employed: 12-17-2001

Business_Address: 40 Douglass Ave,N W

Business_City: Roanoke,VA.

Business_Zip: 24031

Business_Phone: 540-853-2098

Business_Fax: 540-853-2075

Business_Email: JBeatty@roanoke.k12.va.us

Resident: Yes

Age18: Yes

Former_Student/Employee: Currently employed as Interim Director of Human Resources

Civic_Activities: Board Member Northwest Child Development Center
Member Winston-Salem State University Alumuni Association
Member Mayor's Committee For Disability
Board Member Of Roanoke City School's Business And Technical Committee
Member, Kappa Alpha Psi Fraternity
Boarrrd Member Fourth Year Class Of Study For Iternant Elders, A.M.E. Church
Vice Chairman Of The Virginia Annual Conference, Church Expansion
Pastor Bethel AME Church
Honors; Man of the year, Citizen of the year, Three Coaching Championships, Numerous Appreciations Awards

Availability: Retired From Roanoke City Municipal Goverment January 1, 2002, after Approximately 29 years of devoted service.

textareaName: Former Teacher And Coach For Five Years, Serves on the Business And Technical Committee For Roanoke City Schools, Was recently interviewed by the Medial Service At Lincoln Terrace Elementary School, has conducted mock interviews for students at William Fleming And Patrick Henry High Schools, conducted work shops on the job winning application and interview at both shools as well.

Previous_Experience: Twenty Nine Years of employment with Roanoke City Municipal Goverment.
as Human Resources Administrator, Employment And Recruiting.

Currently Interim Director, Human Resources, Roanoke City Schools. Handling areas of employment and recruiting for teachers, Substitute teachers, Assistants, and related duties and responsibilities. Has five years of teaching experience in the class room, with championship coaching experience in middle and high school. Earned my under graduate degree while working full time loading and unloading freight for Mc-Lean Trucking Company, from Winston-Salem State University, Winston-Salem, North Carolina, and my Masters Degree from the University Of Virginia, Charlottesville, Va. While employed by Roanoke City Municipal Goverment.

Philosophy: To educate the whole child mentally, physically, socially, and emotionally to deal with diversity and the realities in the world of work and leisure time activities.

REMOTE_ADDR: 208.27.234.20

APPLICATION FOR APPOINTMENT ROANOKE CITY SCHOOL BOARD

The undersigned does hereby apply to Roanoke City Council for appointment to the Roanoke City School Board.

Name: Bird Robert H
Print (last) (first) (middle)

Home Address: 4711 Horseman Dr NE Roanoke VA 24019
street/number city/zip telephone
(540) 366-0996

City resident: Yes

Length of time at present address: 23 years

Business address: none
street/number city/zip telephone

Are you over the age of 18? Yes

Education: BA, MA in Mathematics from WVU. Four additional years graduate work at Virginia Tech. Professional certifications CSP, CISA and CIA.

Have you been a student, employee, or officer in the City of Roanoke School system?
If so, please explain: As the City of Roanoke's Municipal Auditor, I supervised and performed audits of individual schools and school administrative systems.

Present employment position: Retired

Firm: City of Roanoke

Date employed: 1980 - 2001

Civic activities: Boy Scout leader since 1985 working
(office(s) held, honors, etc.)

with boys in first through twelfth grades.

Church treasurer since 1983.

Availability of time to devote
to this function: Limited only by Scout and church activities.

List school related activities: In addition to the audit work,
I had the normal involvement of a parent
with two children who attended K-12.

List previous experience and special abilities which might qualify you for this
appointment: I taught math, computer programming,
business management and accounting for 13⁺
years at WVU, Concord College, Virginia Tech,
National Business College and Dabney Lancaster.

State your philosophy of education:

Young people start with curiosity and a desire to learn. The school system must continue to motivate students to master the three R's and go beyond in their areas of interest. Students should hear frequently how learning will benefit them. We need to provide staff training and tools to ensure a diversity of approaches and programs to help all students be successful.

Robert H. Bird

Signature of Applicant

March 7, 2002

Date

**NOTE: Deadline for receipt of applications
is Friday, March 8, 2002.**

**RETURN TO: Mary F. Parker, City Clerk
Room 456, Noel C. Taylor Municipal Building
215 Church Avenue, S. W.
Roanoke, Virginia 24011-1536**

ALL APPLICATIONS WILL BE OPEN TO THE PUBLIC.

APPLICATION FOR APPOINTMENT ROANOKE CITY SCHOOL BOARD

The undersigned does hereby apply to Roanoke City Council for appointment to the Roanoke City School Board.

Name: COOPER Carl D.
Print (last) (first) (middle)

Home Address: 2120 CARROLL AVE, NW 24017
street/number city/zip telephone

City resident: Y 342-7474

Length of time at present address: 4 years

Business address: _____
street/number city/zip telephone

Are you over the age of 18? YES

Education: 1 year short of BA from Roanoke College
Certificate in Computer Operations from GRUNMAN DATA
SYSTEMS, Institute

Have you been a student, employee, or officer in the City of Roanoke School system?

If so, please explain: YES, Special Education Assistant
at Addison during 2000-2001.

Present employment position: MANUFACTURING MANAGER
Firm: EAST-WEST DYECOM, INC.

Date employed: MARCH 2002

Civic activities: RED, GIRL SCOUTS VIRGINIA SKYLINE COUNCIL
PRESIDENT, (office(s) held, honors, etc.) AMERICAN PRODUCTION INVENTORY CONTROL SOCIETY
ROMPKE CHAPTER
MEMBER & CHAIR TWO COMMITTEES, LADSON MELRISE NBLHD ORGANIZATION
COMMUNICATIONS CHAIR, RKE NARCP
CHAIR, ROMPKE NEIGHBORHOOD PARTNERSHIP STEERING
COMTE

Availability of time to devote
to this function: 20 HRS MONTH

List school related activities: ① VOLUNTEER AT ADDISON MIDDLE SCHOOL
OVER 500 HRS IN LAST 3 YEARS.

- ② COORDINATED PRODUCTION OF PSA BY FLEMING STUDENTS
DEALING WITH POLICE-CIVILIAN INTERACTIONS.
③ COORDINATED INTRODUCTION OF GIRL SCOUTING TO
ADDISON MIDDLE SCHOOL.
④ COORDINATED GRANT OF 500- TO ADDISON FOR CREATION OF
SCHOOL STORE.


List previous experience and special abilities which might qualify you for this
appointment: MY VOLUNTEER ACTIVITIES AT ADDISON AND FLEMING

AND MY PARENTING OF A SPECIAL NEEDS CHILD HAS GIVEN
ME BROAD EXPERTISE REGARDING STUDENTS, PARENTS AND TEACHERS
THE CHALLENGES FACING

- ⑤ MEMBER OF SCHOOL BOARD SAFETY ADVISORY
COMMITTEE.

State your philosophy of education:

I believe that the purpose of education is to assist in the development of well-rounded, fully functioning individuals who, as a result of their education, socialization and training, know how to think and can acquire the expertise to become productive members of society.


Signature of Applicant

2-8-02
Date

**NOTE: Deadline for receipt of applications
is Friday, March 8, 2002.**

**RETURN TO: Mary F. Parker, City Clerk
Room 456, Noel C. Taylor Municipal Building
215 Church Avenue, S. W.
Roanoke, Virginia 24011-1536**

ALL APPLICATIONS WILL BE OPEN TO THE PUBLIC.

APPLICATION FOR APPOINTMENT ROANOKE CITY SCHOOL BOARD

The undersigned does hereby apply to Roanoke City Council for appointment to the Roanoke City School Board.

Name: Garner Edward -
Print (last) (first) (middle)

Home Address: 3717 Chesterton St. SW Roanoke 24018 540-774-7776
street/number city/zip telephone

City resident: yes

Length of time at present address: 14 years

Business address: 110 Franklin Rd SE Roanoke 24012-0018 540-981-5534
street/number city/zip telephone

Are you over the age of 18? yes

Education: B.B.A - Albany State College, 1971;

M.P.A. - University of Georgia, 1974;

J.D. - Woodrow Wilson College of Law - 1979; Georgia Bar - 1981

Have you been a student, employee, or officer in the City of Roanoke School system?

If so, please explain: NO

Present employment position: Training Coordinator

Firm: Norfolk Southern Corp.

Date employed: October 1, 1974

Civic activities: United Way of Roanoke Valley - Administrative Chairman,
(office(s) held, honors, etc.)

Association for Retarded Citizens (ARC) - Former President, VP & Treasurer
Blue Ridge Council, Boy Scouts of America - VP Membership

Goodwill of the Valleys - Board member

Blue Ridge Regional Education & Training Council - member

Availability of time to devote
to this function: As Required

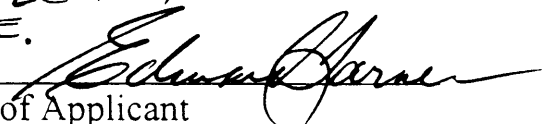
List school related activities: Blue Ridge Education & Training
Council; Youth training via the Blue Ridge
Council of the Boy Scouts of America.

List previous experience and special abilities which might qualify you for this
appointment: Law degree which will help in formulating

Policies from rules, regulations, laws & policies.
Have degree in Public Administration and understand
Government Finance; I have worked with and have
an interest in young people and the future
of our commonwealth. Understand and appreciate
the importance of the role of the Board and its
impact on the citizens of Roanoke and the
commonwealth. Understand and appreciate the
importance of education as a means of self-
Fulfillment as well as economic well being.

State your philosophy of education:

*Education is the Cornerstone of our individual and Collective well being. Public Education has been a Key Component of the Foundation upon which this Country was built! This Foundation has Sustained us and allowed us to prosper through out the years. IT is imperative -- both for the individual and the Collective good -- that we continue to build on that Foundation. We Face an immense Challenge in preparing an educated and Competitive Workforce and citizenry for the 21st Century and beyond. But we must meet this Challenge and do it in as efficient a manner as possible. We must be cognizant of the fact that the potentials and the payoffs are UN-
limited; but the resources and the time are limited. Therefore, Board members must realize they are the Stewards of the future of ROANOKE.*


Signature of Applicant

March 8, 2002
Date

NOTE: **Deadline for receipt of applications
is Friday, March 8, 2002.**

RETURN TO: **Mary F. Parker, City Clerk
Room 456, Noel C. Taylor Municipal Building
215 Church Avenue, S. W.
Roanoke, Virginia 24011-1536**

ALL APPLICATIONS WILL BE OPEN TO THE PUBLIC.

APPLICATION FOR APPOINTMENT ROANOKE CITY SCHOOL BOARD

The undersigned does hereby apply to Roanoke City Council for appointment to the Roanoke City School Board.

Name: LINDSEY WILLIAM HITCHCOCK
Print (last) (first) (middle)

Home Address: 1901 GRANDIN RD ROANOKE 24015 981-0398
street/number city/zip telephone

City resident: YES

Length of time at present address: 8 yrs

Business address: 628 COLORADO ST STEEN 24153 375-3833
street/number city/zip telephone

Are you over the age of 18? YES

Education: B.A. - UVA

J.D. - UVA SCHOOL OF LAW

Have you been a student, employee, or officer in the City of Roanoke School system?
If so, please explain: NO

Present employment position: ATTORNEY

Firm: WILLIAM H. LINDSEY, PC

Date employed: OCTOBER, 1995

Civic activities: FORMER PRESIDENT - FAMILY SERVICES OF RICE VALLEY;
(office(s) held, honors, etc.)

BD MEMBER + COMMITTEE CHAIR - LEGAL AID SOCIETY

Availability of time to devote
to this function: AS MUCH AS NEEDED

List school related activities: GRANDIN CT. PTA ; JR. ACHIEVEMENT ;

BAR ASSOCIATION SPEAKERS BUREAU TO HIGH SCHOOLS

List previous experience and special abilities which might qualify you for this
appointment: MY ONLY PREVIOUS EXPERIENCE IS AS A PUBLIC

SCHOOL STUDENT. MY MOTHER, 2 AUNTS + A FAVORITE COUSIN

WERE PUBLIC SCHOOL TEACHERS.

State your philosophy of education:

I BELIEVE THAT EVERY CHILD HAS THE POTENTIAL TO
LEARN TO BE A HELPFUL + PRODUCTIVE CITIZEN. IT IS
THE RESPONSIBILITY OF THE SCHOOL SYSTEM TO PROVIDE AN
ENVIRONMENT IN WHICH EACH CHILD HAS THE OPPORTUNITY
TO LEARN TO THE BEST OF HIS OR HER ABILITY
AND IN WHICH EACH TEACHER IS PROVIDED THE TOOLS +
SUPPORT TO EXCEL

W. H. R.
Signature of Applicant

MARCH 1, 2002
Date

**NOTE: Deadline for receipt of applications
is Friday, March 8, 2002.**

**RETURN TO: Mary F. Parker, City Clerk
Room 456, Noel C. Taylor Municipal Building
215 Church Avenue, S. W.
Roanoke, Virginia 24011-1536**

ALL APPLICATIONS WILL BE OPEN TO THE PUBLIC.

APPLICATION FOR APPOINTMENT ROANOKE CITY SCHOOL BOARD

The undersigned does hereby apply to Roanoke City Council for appointment to the Roanoke City School Board.

Name: Skeen William Edward
Print (last) (first) (middle)

Home Address: 2525 Robin Hood Road, S.E. Roanoke, Va. 24014 (540) 345-4960
street/number city/zip telephone

City resident: Yes

Length of time at present address: 16 months at current address, 17 years total in the City of Roanoke

Business address: 145 Campbell Avenue, S.W. Roanoke, Va. 24011 (540) 345-6781
street/number city/zip telephone

Are you over the age of 18? Yes

Education:

Virginia Bankers School Of Bank Management, Honor Graduate, University of Virginia, 1986;

East Tennessee State University, Bachelor of Business Administration - Finance, Cum Laude, 1978;

Virginia Western Community College, Associate in Science Degree - Business Administration, 1976;

Cave Spring High School, High School Diploma, 1974

Have you been a student, employee, or officer in the City of Roanoke School system?

If so, please explain: No

Present employment position: Deputy Director of Business Affairs

Firm: Total Action Against Poverty In Roanoke Valley

Date employed: June 16, 1997

Civic activities: (office(s) held, honors, etc.)

Vice Chairman, Roanoke City Pension Plan Board of Trustees

Past Member, Roanoke City Citizens Police Chief Advisory and Interview Panels

Past Co-Chairman and Member, Roanoke City Manager's Community Relations Task Force

Board Member, New Century Venture Center

Past Chairman and Current Member, Roanoke Neighborhood Partnership Steering Committee

Steering Committee Member, Roanoke Redevelopment & Housing Authority Lincoln 2000 Project

Board Member, Family Services of Roanoke Valley

Member, Roanoke Regional Housing Network

Treasurer, Crystal Tower Building Corporation

Member of TAP's Business Seed Loan Fund Committee

Member of Southeast Rural Community Assistance Program, Loan Committee

Past Treasurer and Past Finance Committee Chairperson, Total Action Against Poverty

Past Board Member, Total Action Against Poverty (TAP)

Past Board Member, TAP Housing Corporation

Past Chairman and Board Member, Roanoke Community Development Corporation

Founding President and Board Member, 19th and Melrose Corporation

Past Founding Board Member, Blue Ridge Small Business Development Center

Past Board Member, Unified Human Services Transportation System

Past President and Board Member, The West End Center

Past Member and Project Chairperson, The Roanoke Jaycees

Personnel Committee Member and Christian Formation Team Member, Our Lady of Nazareth Catholic Church

Past Volunteer Fund Raiser - American Heart Association, American Cancer Society, Junior Achievement, March of Dimes, United Way

First Union President's Cup and Beacon Award Winner for Community Reinvestment Excellence

Virginia Governor's Award for Volunteering Excellence, Gold Medal

Dominion Bankshares Corporation Great Performers Award

**Availability of time to devote
to this function:** As Needed

List school related activities: September 1985 - Present: Adjunct Faculty Member, Virginia Western Community College teaching various business subjects and developing internet based distance learning courses.

List previous experience and special abilities which might qualify you for this appointment: I have two sons who graduated from the Roanoke City School System and one son currently attending Patrick Henry High School. My sixteen years teaching experience at the college level has provided me with a significant amount of insight in understanding the challenges of preparing our children for higher education. My current job experience with TAP has provided me with an understanding of the educational challenges many of our children face in progressing through their elementary, middle and high school studies to prepare them for a future job and higher educational opportunities. My personal visits to many Roanoke City Schools and conversations with principals and teachers have prepared me for a role of helping our school system move forward to meet the challenges we face today and will face tomorrow.

State your philosophy of education:

Education begins with a shared responsibility and commitment by parents, students, teachers, and administrators. This commitment should create an appreciation for learning, one in which students come to school prepared and ready to learn. This commitment should create an environment for learning, a place where students feel important and feel that they can succeed. Course work should be exciting - so exciting that students enthusiastically look forward to going to school everyday.

School administrators and teachers are very astute at engaging children who come from an upper-middle class home where education is valued, encouraged and supported; however, sometimes they are not as astute at creating this same desire and motivation among students from other socio-economic backgrounds. We must make sure our teachers have the tools necessary to reach students who don't learn in traditional ways, to reach students who might have language barriers, and to reach students who come from disadvantaged homes or face other impediments to proficiency at school.

This means we must work harder to reach out to students who come from low income backgrounds, students who come from homes without books and students whose parents themselves missed out on a solid education and don't have high expectations for themselves or their children.

A student must have a healthy amount of self-esteem to succeed at their educational endeavors and to constructively resolve conflict. We must embrace a more fully developed life skills program, one which ensures that we are preparing students to emotionally and constructively handle the challenges, pressures and conflicts they will face during their school years and throughout their lifetime. With continued concern over school violence, we must continue to take steps to guarantee that our children are safe within their learning environments.

With the Standards of Learning solidly placed within Virginia schools, we must continue to concentrate and improve upon academic success, with the ultimate goal of preparing students to become informed and capable decision makers, as well as contributing members of society.

Budget pressures continue to challenge our school system. Our ultimate goal is to balance priorities, ensuring that our children have the best teachers, solid learning resources and good facilities.

These are issues we must be concerned with and issues that we must continue to address with our administrators, teachers, parents, students and the public at large.



Signature of Applicant


March 6, 2002

Date

**NOTE: Deadline for receipt of applications
is March 8, 2002.**

**RETURN TO: Mary F. Parker, City Clerk
Room 456, Noel C. Taylor Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011-1536**

ALL APPLICATIONS WILL BE OPEN TO THE PUBLIC.

 ()
03/08/2002 04:47 PM

To: clerk@ci.roanoke.va.us
cc:
Subject: School Board Application

Below is the result of your feedback form. It was submitted by
() on Friday, March 8, 2002 at 16:47:14

Last_Name: Sparrow
First_Name: Robert
Middle_Name: Joe
Home_Address: 3650 Partridge Lane
Home_City: Roanoke, VA
Home_Zip: 24017
Home_Phone: 540-362-1060
Home_EMail: rjsparrow@aol.com
Years_at_Address: 6
Position: Financial Specialist
Employer: First Union Securities
Date_Employed: 10/01/2001
Business_Address: 4202 Melrose Ave, NW
Business_City: Roanoke, VA
Business_Zip: 24016
Business_Phone: 540-563-7221
Business_Fax: 540-344-2463
Business_EMail: Robert.Sparrow@FirstUnion.com
Resident: Yes
Age18: Yes
Education: Bachelor of Science, Hampton University - 1983
Graduate classes in accounting and auditing at Roanoke College

Former_Student/Employee: - I have been a student in the Roanoke City School system, kindergarden through 12th grade; graduate of William Fleming HS in 1979.

- I was a substitute teacher 1983...1984.

Civic_Activities: Current Member Fair Housing Board
Coach Girls Recreation Basketball Team, City of Roanoke
Assistant Coach Boys Recreation Basketball Team, City of Roanoke
Organized Childrens Choir, Loudon Avenue Christian Church
Omega Psi Phi Fraternity: Former Chairman of Reclamation Committee
Former Chairman of Scholarship Committee
Provided Music (DJ) for the Academy of Math and Science for student that showed 'Outstanding' citizenship for the reporting period.

Availability: Flexible during the normal working hours and eight hours a month at other times (also flexible).

textareaName: PTA Member

Previous_Experience: - Excellent skills as a coach and team player in professional and civic organizations
- Developed skills as a liason in communications of technical and non-technical information
- Respected professional, team player, promote positive morale and team focus on objectives; excellent interpersonal and negotiation skills
- Flexible, capable, well-rounded accounting, business operations and systems experience, strong business sagacity
- Proven leadership qualities, a strong self-starter, track record in maximizing cost savings/profit
- Father of three.

Philosophy: My philosophy of education was instilled in me by my parents at an early age. I believe that every child, regardless of his or her circumstance should be given the opportunity to have the best education and support staff available to develop his or her interests and to exceed global expectations. This environment should be safe, clean and technically advanced. I also believe that if you train and educate a child the right way, that later in life, that child will have a positive effect in the community he or she resides (hopefully in the City of Roanoke). With a strong educational foundation an individual will improve the quality of life for himself/herself and the citizens of that community. This will continue to improve the quality of education and educational opportunities for generations to come. I believe that adults should be available and provide hands on interaction with children and their educational quests.

Current_Members: No.

REMOTE_ADDR: 205.188.197.182

CITY OF ROANOKE

CITY COUNCIL

215 Church Avenue, S.W., Room 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145

RALPH K. SMITH
Mayor

March 18, 2002

Council Members:
William D. Bestpitch
William H. Carder
C. Nelson Harns
W. Alvin Hudson, Jr.
William White, Sr.
Linda F. Wyatt

The Honorable Mayor and Members
of the Roanoke City Council
Roanoke, Virginia

Re: Martin Luther King Memorial

Dear Mayor Smith and Members of Council:

As I am sure you are aware, the City of Roanoke has struggled to identify a memorial befitting Dr. Martin Luther King, Jr. Public debate on the issue of renaming Orange Avenue saw polarization in our community, leaving our City divided on the issue. Council and the City Manager, in order to mend the fences of division, sought to establish a committee with the assistance of the local branch of the SCLC that would be charged with the goal of bringing forward to the City Manager and City Council a recommendation for a memorial to Dr. Martin Luther King. This committee was established and its representation was diverse and reflective of the diversity of our City.

The committee met for over 18 months, solicited opinions and suggestions through a variety of methods and made its recommendation to the City Manager; i.e.: the renaming of Elmwood Park to Martin Luther King Jr. Park. That recommendation was received with resistance from some elements in our community, citing the historical nature of the Elmwood Park name.

An alternative proposal was made to the committee and to the SCLC; i.e.: that the north side of Elmwood Park consisting of the lily ponds, bordered by Williamson Road, the Jefferson Lodge, to Franklin Road be designated as Martin Luther King Jr. Plaza, and that the remainder of the park would keep the name of Elmwood. This alternative was approved by the committee, the local SCLC, the National Office of the SCLC, and the King Family Foundation.

The Honorable Mayor and Members
Of the Roanoke City Council
March 18, 2002
Page 2

I would encourage Council to adopt a resolution designating the referenced portion of Elmwood Park, to be named Dr. Martin Luther King Jr. Plaza, and refer design and cost issues to the City Manager for review and recommendation to Council.

With kindest regards, I am

Sincerely,

A handwritten signature in black ink that reads "Bill Carder". The signature is written in a cursive, flowing style.

William H. Carder
Vice-Mayor

WHC:sc

DATE: March 12, 2002
TO: Mayor and Members of City Council
RE: Dr. Martin Luther King, Jr. Memorial

Dear Mayor Smith and Members of Council,

**The Dr. Martin Luther King, Jr. memorial selection committee
unanimously supports councilman Nelson Harris's and Vice –
Mayor Carder's recommendation. The plaza area of Elmwood
Park north of Bullitt Avenue should be named in honor of Dr.
Martin Luther King, Jr.**

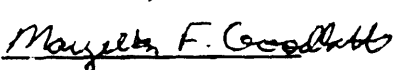
Sincerely,

Gilbert Butler 

Vice Mayor Carder 


Herman Carter 

Barbara N. Duerk 

Mary Ellen Goodlatte 

Brenda Hale 

Bishop Heath Light 

Hon. J. Granger Macfarlane 

Mac McCadden 

Rev. Ed Mitchell 

Wendy Moore 

Hon. Jim Olin 

Patricia Smith 

Perneller Chubb-Wilson 

**Roanoke City Council
215 Church Ave SW
Roanoke, Virginia 24011**

March 13, 2002

Re: Dr. Martin Luther King Memorial

**Dear Roanoke City Council Members,
As spokesperson for the Dr. Martin Luther King memorial committee, I am asking for your support in the recommendation of a memorial for Dr. King.**

We feel that we have supported City Council during times of election and other projects undertaken. We have believed you to be men and women of integrity and your word.

We are at a place now wherein we need to ask for your support. We feel that it is crucial to the Roanoke area that we memorialize Dr. King by designating a memorial in his name. This is the recommendation that we are asking you to support. Some of you will soon be leaving office while others will remain to serve another term. Still others will be coming on board to start their term of service on the City Council.

Some of you verbalized your support at the beginning of this endeavor, but have changed your minds somewhere along the way. As you contemplate this matter, I ask that you remember the promises and slogans used during your time of campaigning for your position on City Council, service to All the people of the Roanoke valley.

We realize that everyone may not be in agreement of this proposal, but we do believe that the majority is. As you remember what this committee has accomplished in the last year and a half, we need you as the City Council to make a decision and give us your support by voting yes to this proposal on March 18, 2002.

Sincerely,

Rev Edward M. Mitchell

Rev. Edward M. Mitchell

(Co-chairman, Dr. Martin Luther King memorial committee)

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION renaming a portion of Elmwood Park the Martin Luther King, Jr. Plaza, in honor of the slain civil rights leader.

WHEREAS, a proposal has been made to rename a portion of Elmwood Park in honor of Dr. Martin Luther King, Jr., which proposal has been approved by the committee formed to consider the issue, the local Southern Christian Leadership Conference (SCLC), the National Office of the SCLC, and the King Family Foundation;

WHEREAS, it appears fitting and proper that an area of the City should be named in order to honor the slain civil rights leader, Dr. Martin Luther King, Jr.;

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. City Council concurs in the recommendation made to Council that a portion of Elmwood Park, i.e, the north side of Elmwood Park consisting of the lily ponds, bordered by Williamson Road, the Jefferson Lodge, to Franklin Road be designated as Martin Luther King, Jr. Plaza, and that the remainder of the park keep the name Elmwood Park.

2. The City Manager is requested to cause the renaming of that portion of Elmwood Park to be noted with the installation of appropriate signs to indicate that this portion is now named Martin Luther King, Jr. Plaza, and is further directed to review the design and cost issues attendant to this renaming and make a recommendation to City Council regarding the same..

3. The City Engineer is directed to cause the change in the above public park's name to be appropriately reflected and noted on all maps and plats lodged in his care.

ATTEST:

City Clerk.



Office of the City Manager

March 18, 2002

The Honorable Mayor
and Members City Council
Roanoke, Virginia

Dear Mayor and Members of Council:

I would like to sponsor a request of Dr. E. Wayne Harris, School Superintendent, to present a briefing on the International Baccalaureate Programme, at the regular meeting of City Council on Monday, March 18, 2002, at 2:00 p.m.

Sincerely,

Darlene L. Burcham
City Manager

DLB:ca



Roanoke
City Public Schools

Office of the Superintendent • P.O. Box 13145, Roanoke, Virginia 24031 • 540-853-2381

March 6, 2002

Mrs. Mary F. Parker, CMC
Clerk, City of Roanoke
215 Church Avenue, SW
Room 456
Roanoke, VA 24011-1536

Dear ~~Mrs. Parker~~:

Roanoke City Public Schools looks forward to the opportunity to present instructional program updates at City Council meetings. The Superintendent would like to have Sandra B. Burks, Director of Magnet Programs, present an update regarding the International Baccalaureate (IB) Programme at the afternoon City Council meeting on Monday, March 18, 2002.

Dr. Harris envisions the presentation will last approximately 15 minutes and include students currently enrolled in the IB Programme.

Please call me at extension 2381 or email me at clee@roanoke.k12.va.us if you have any questions, additional information is needed, or if we are not able to present at the March 18 meeting.

Unless I hear otherwise from you or a member of your staff, I will ask Ms. Burks and the students to be in the Council's meeting room by 2:00 p.m. on March 18.

Sincerely,

Cindy H. Lee, CPS
Administrative Assistant
to the Superintendent



March 18, 2002

Honorable Ralph K. Smith, Mayor, and Members of City Council
Roanoke, Virginia

Dear Mayor Smith and Members of Council:

Subject: Briefing

This is to request space on Council's regular agenda for a 15-minute briefing on the Outdoor Dining.

Respectfully submitted,

Darlene L. Burcham
City Manager

DLB:ca

c: City Attorney
Director of Finance
City Clerk



March 18, 2002

Honorable Ralph K. Smith, Mayor, and Members of City Council
Roanoke, Virginia

Dear Mayor Smith and Members of Council:

Subject: Briefing

This is to request space on Council's regular agenda for a 10-minute briefing on the Residential Parking.

Respectfully submitted,



Darlene L. Burham
City Manager

DLB:ca

c: City Attorney
Director of Finance
City Clerk



March 18, 2002

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Parking Agreement
between the City of Roanoke and
First Union National Bank

Background:

The City of Roanoke and First Union National Bank entered into a Parking Agreement in October 1998 for the provision of 200 parking permits in the Tower Parking Garage for its full time employees who work in the City's Enterprise Zone One. The Agreement was renewed in 1999 and 2000 with an expiration date of December 15, 2001. This Agreement did not provide for any further extensions. First Union National Bank has requested that the City consider a new parking agreement for the provision of 175-200 parking permits effective retroactively, from December 16, 2001 until December 15, 2002 in order to help maintain these employees within the City's Enterprise Zone One. This agreement shall allow for up to two (1) year extensions upon mutual agreement of the City and FUNB.

Considerations:

This Parking Agreement will allow the bank to purchase 175 parking permits for the Tower Garage or such other City owned/controlled parking facility which may be mutually agreed upon by the City and First Union National Bank, at a monthly rate of \$45.00 per parking permit per month and for the purchase of up to twenty-five (25) additional permits in City owned or controlled parking facilities as determined by the City should these permits be needed. This \$45.00 per permit rate is an increase over the \$40.00 rate contained in the previous parking agreement and provides a contributing factor for FUNB to maintain 175-200 qualifying positions within the City's Enterprise Zone One. Annual reporting is required in order to assure that First Union National Bank maintains its employment commitments. Failure to meet these commitments would require the

Honorable Mayor and Members of Council
March 18, 2002
Page 2

repayment of the difference between the contracted rate and the published monthly parking rate for the garage for which the permits were issued as more fully set out in the draft Parking Agreement attached to this letter.

Recommended Action:

City Council authorize the City Manager to enter into a one year Parking Agreement with up to two (1) year renewals in a form substantially similar to the one attached to this letter, effective retroactively from December 16, 2001, with First Union National Bank for the provision of 175-200 parking permits in order to help enable the maintenance of these full time First Union National Bank employees in Enterprise Zone One in downtown Roanoke, and, to authorize the City Manager to take such action and execute such documents as may be reasonably necessary to provide for the implementation and administration of such Parking Agreement, including the authority to renew the agreement for up to the two renewals mentioned above.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB: djm

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Elizabeth Neu, Director of Economic Development
Douglas Norris, First Union National Bank

#CMO2-00047

PARKING AGREEMENT

THIS PARKING AGREEMENT is dated _____, 2002, by and between the CITY OF ROANOKE, VIRGINIA, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia, hereinafter referred to as "the City," and FIRST UNION NATIONAL BANK, formerly known as First Union National Bank of Virginia, both hereafter referred to as "FUNB."

WITNESSETH:

WHEREAS, FUNB has agreed to maintain a minimum of 175 permanent full time job positions in Roanoke City Enterprise Zone One; and

WHEREAS, this maintenance of positions will require parking permits for the persons who now or in the future will fill those positions; and

WHEREAS, the City desires to make parking permits available to FUNB for the purpose of making parking available to the persons who are or will be in those positions.

NOW, THEREFORE, the parties mutually agree as follows:

SECTION 1. DEFINITIONS.

For the purpose of this Parking Agreement, the following words and phrases shall have the following meanings unless otherwise indicated:

- A. The term "equivalent position" shall mean a qualified job position as defined below that provides the same or greater salary and benefits as the position it replaces.
- B. The term "qualifying or qualified position" shall mean a permanent, staffed, full-time or permanent full-time equivalent (40 hours per week) job in which the person who is employed by FUNB and who is staffing that job is permanently located in Roanoke's Enterprise Zone One.
- C. The term "Roanoke's Enterprise Zone One" shall mean the area designated as Enterprise Zone One as shown on the Enterprise Zone One map located in the City's Department of Economic Development.

SECTION 2. MAINTENANCE OF QUALIFYING POSITIONS.

FUNB agrees to maintain in Roanoke's Enterprise Zone One 175 qualifying positions or equivalent positions until at least midnight of December 15, 2002, and during the term of any renewals of this Parking Agreement. Should FUNB fail to maintain the said 175 qualifying positions as set forth in this Parking Agreement, or otherwise fail to comply with any of the terms of this Parking Agreement, then this Parking Agreement may be terminated by the City and FUNB will also comply with any payment or repayment obligations to the City as set forth in this Parking Agreement.

SECTION 3. PARKING PERMITS.

- A. FUNB hereby agrees to purchase from the City and the City agrees to provide 175 parking permits pursuant to the terms of this Parking Agreement, provided, however, FUNB may purchase up to an additional 25 parking permits as set forth in Section 3(B) below. These parking permits will be for use as set forth herein, during normal business days and hours. FUNB agrees and acknowledges that the parking permits that it purchases under this Parking Agreement do not provide any right or interest in any specific parking space within the garage for which the parking permit is issued. The parking permit only provides the right to park a vehicle in the garage for which the permit is issued and the permits to be provided under this Parking Agreement will be for the Tower Parking Garage, or such other parking garage as the parties may agree in the future. Furthermore, FUNB acknowledges and agrees that the number of parking permits assigned to

any one garage is not guaranteed and may be changed from time to time as the parties may agree, so long as the total number of parking permits provided to FUNB and for which FUNB will pay as set forth in this Parking Agreement totals at least 175, plus any additional parking permits (not to exceed 25) as set forth below.

- B. During the term of this Parking Agreement, FUNB may purchase from the City up to 25 additional supplemental parking permits (additional supplemental permits), with the total of all types of parking permits under the Parking Agreement not to exceed 200, and provided that such additional supplemental permits will only be for use in the Tower Parking Garage or such other parking garages as the City may designate in the future. For each of the additional supplemental permits which FUNB may receive from the City pursuant to this Parking Agreement, FUNB agrees to pay the City the amount set forth in Section 5 of this Parking Agreement. The additional supplemental permits will only be made available at those rates after FUNB has provided for each additional supplemental permit it requests sufficient documentation that it has created or relocated additional qualifying positions in Roanoke Enterprise Zone One over and above the minimum 175 qualifying positions required by this Parking Agreement. Furthermore, these additional supplemental permits will only be provided by the City if available and the City, in its sole discretion, determines that such additional supplemental permits should be made available. FUNB may request in writing such additional supplemental permits at any time through the Director of Economic Development. However, once any additional supplemental permits are provided to FUNB by the City, FUNB may only cancel any or all of such permits only at the time FUNB makes the annual report to the City referred to in Section 7(A) of the Parking Agreement. Such additional supplemental permits will be subject to the terms and conditions of the Parking Agreement, including that should FUNB violate any of the provisions of the Parking Agreement, FUNB will pay the City for such additional permits in the same manner as FUNB would be required to pay for the permits referred to in Section 7 of the Parking Agreement.
- C. Each of the parking permits will be subject to any applicable rules and regulations applicable to other parking permits issued for any of the garages for which they are issued. Furthermore, FUNB agrees that the parking permits are only for the use of FUNB officers and employees and that FUNB and any of its officers or employees who may use the parking permits will abide by and be subject to the Rules and Procedures for monthly users of the particular parking garage to which the particular permit applies, including, but not limited to, any card deposits or charges for lost cards, display of visor tags, any limitation on liability, and the signing of a permit agreement by each user of a permit.

SECTION 4. TERM.

The term of this Parking Agreement shall be from December 16, 2001(retroactively) through December 15, 2002, at which time it shall end, unless renewed as herein set forth and in which case it shall end at the expiration of the renewal period, which would be either December 15, 2003, or December 15, 2004, unless sooner terminated as provided for in this Parking Agreement or in accordance with the law. Upon mutual agreement of the parties, this Parking Agreement may be renewed for up to two additional one year periods provided FUNB complies with the terms of this Parking Agreement, including the maintenance of the 175 qualifying positions. Should either party wish to renew this Parking Agreement for any additional periods, the party requesting the renewal shall notify the other party in writing of such request to renew no earlier than six months before the expiration of the then current Parking Agreement, but no later than sixty days before the expiration of such Parking Agreement. After receipt of such request, the party receiving the request will notify the requesting party within forty-five days of receiving the renewal request if it agrees to a renewal of this Parking Agreement and the terms of any such renewal. If no response is made by the nonrequesting party or received by the requesting party within the forty-five day time period, the renewal request will be deemed to be rejected.

SECTION 5. COST OF PARKING PERMITS.

- A. FUNB agrees to pay for the above 175 parking permits and for any additional supplemental permits FUNB receives (regardless of whether FUNB uses any or all of the permits) for the term of this Parking Agreement,

December 16, 2001, through December 15, 2002, and for any renewal period as set forth in Section 4 above, the sum of \$45.00 per month per parking permit for a total minimum monthly amount of \$7,875.00 per month. The cost of any additional supplemental permits will be in addition to this amount and paid for at the same rate of \$45 per month per permit.

- B. FUNB will make the above payments in advance of use by the fifteenth of each month by one check, submitted monthly for the parking costs, payable to the City of Roanoke c/o Allright Parking, 15 East Campbell Avenue, SE, Roanoke, Virginia 24011, or at such other location as the City may designate to FUNB in writing. Such monthly payment shall be made by the fifteenth of each month except that the payments for December 15, 2001, and through March 15, 2002, have been paid as of the date of this Agreement. In the event that FUNB shall fail to make such monthly payment by the fifteenth of the month, the City, at its option, and upon ten days written notice to FUNB, may terminate this Parking Agreement. Any payment made by FUNB past the fifteenth of any month will be subject to an 8% late fee on the entire amount due for that month.

SECTION 6. ASSIGNMENT.

FUNB agrees that the parking permits purchased under this Parking Agreement are solely for the use of the officers and employees of FUNB and are not transferable or assignable to any other entity or individual and that such permits or the rights and obligations thereunder may not be sold, assigned, or transferred at any time by FUNB without the prior written consent of the City Manager.

SECTION 7. CANCELLATION OR TERMINATION.

- A. FUNB agrees to maintain the 175 qualifying positions until at least midnight of December 15, 2002, and during the term of renewals of this Parking Agreement. FUNB will report on an annual basis to the City, through the Director of Economic Development in the City Department of Economic Development, on December 15th of each year for which this Parking Agreement is in effect, including any renewal period, starting on December 15, 2002, information sufficient to allow the City to determine that FUNB has maintained the 175 qualifying positions as called for by this Parking Agreement. If there is a decrease in the number of qualifying positions for any reporting year that is below the 175 qualifying positions, but not below 170 qualifying positions, then FUNB will pay to the City for that entire reporting year (the prior 12 month period) the difference between the current monthly rate then charged to the public and the monthly rate that FUNB is paying at that time (the "rate difference amount") multiplied by the number represented by the decrease in the number of qualifying positions for that year multiplied by 12 plus the rate difference amount for each additional supplemental permit FUNB had or received during that reporting year for each month FUNB had such additional supplemental permit. However, if there is a decrease in the number of positions on any reporting date below 170 qualifying positions, the City may, upon ten days written notice to FUNB, terminate this Parking Agreement and call for FUNB to pay to the City for that entire reporting year the rate difference amount for each of the 175 parking permits and for any additional supplemental permits FUNB had or received during that reporting year for each month FUNB had such additional supplemental permits, or, at the sole option and discretion of the City, FUNB will pay to the City for that entire reporting year the rate difference amount multiplied by the number represented by the decrease in the number of qualifying positions for that year multiplied by 12 plus the rate difference amount for each additional supplemental permit FUNB had or received during that reporting year for each month FUNB had such additional supplemental permit.
- B. If FUNB fails to make the annual report referred to in Section 7(A), it shall be conclusively deemed that FUNB has failed to maintain the 175 qualifying positions required by the Parking Agreement and that the number of qualifying positions is below 170, and the City may proceed with any and all rights and remedies the City has under this Parking Agreement and/or by law.

- C. This Parking Agreement may be terminated by the City, upon ten days written notice to FUNB, should FUNB breach any of the terms of this Parking Agreement or fail to comply with any of FUNB's obligations required by this Parking Agreement. Should this Parking Agreement be canceled or terminated, FUNB will be responsible for paying for each parking permit and each additional supplemental permit FUNB had or received an amount equal to what FUNB would have paid for the entire 12 month period of the then current term of this Parking Agreement at the current monthly rates charged to the public during that same time period, with credit for any monies actually paid to the City during that time period, or, at the City option, an amount calculated in accordance with Section 7(A) above. Furthermore, FUNB will be responsible for paying the current monthly rate for any of those parking permits it may be allowed to continue to use.
- D. Any payments required under any part of Section 7 shall be made by FUNB to the City within 20 days after receiving written notice to pay the same. Also, any amounts required to be paid pursuant to Section 7 will bear interest at the rate of 8% per annum from the date of the month for which such amounts are due.

SECTION 8. MATTERS BEYOND THE CONTROL OF THE CITY.

The City shall have no liability or responsibility of any type to FUNB or its subsidiaries or its employees, officers, or agents for any failure to provide parking spaces for any of the parking permits it provides under this Parking Agreement that may be due to causes beyond the City's control, including, but not limited to, accidents, acts of God, weather, failure of equipment, strikes, lockouts, damage to the parking facility, or any orders or regulations of any federal, state, or local government body. If any parking spaces are not available for more than 5 consecutive business days due to any such reasons, FUNB will only be entitled to a prorated reduction of the monthly charges for any parking permits for which parking spaces are not available.

SECTION 9. DEFAULT BY THE CITY.

In the event of any default, nonperformance, or breach of any of the terms or conditions of this Parking Agreement by the City, FUNB agrees that the City's liability hereunder shall be limited to a prorated repayment of monies paid to the City or a deduction from any payment due from FUNB to the City for any parking permits that are not able to be used due to such default, nonperformance or breach for the period of time of such inability to use those permits.

SECTION 10. NONDISCRIMINATION.

- A. During the performance of this Agreement, FUNB agrees as follows:
- i. FUNB will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of FUNB. FUNB agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. FUNB in all solicitations or advertisements for employees placed by or on behalf of FUNB will state that FUNB is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. FUNB will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 11. COOPERATION.

Each party agrees to cooperate with the other in executing any documents necessary to carry out the intent and

purpose of this Agreement.

SECTION 12. COUNTERPART COPIES.

This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 13. SEVERABILITY.

If any provision of this Parking Agreement, or the application of any provision to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Parking Agreement shall not be affected and all other terms and conditions of this Parking Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14. NONWAIVER.

FUNB agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Parking Agreement or the City's waiver of any particular breach of this Parking Agreement by FUNB extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Parking Agreement except as set forth herein, or a waiver of any other breaches of this Parking Agreement by FUNB and does not bar the City from requiring FUNB to comply with all the terms and conditions of this Parking Agreement and does not bar the City from asserting any and all rights and/or remedies the City has or might have against FUNB under this Parking Agreement or by law.

SECTION 15. FORUM SELECTION AND CHOICE OF LAW.

By virtue of entering into this Parking Agreement, FUNB submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Agreement is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

SECTION 16. AUDIT.

FUNB agrees that the City or any of its duly authorized representatives shall have access to any information, books, documents, papers, and records of FUNB which are pertinent to this Parking Agreement for the purpose of making an audit, examination, excerpts, transcriptions, copies, verification of any information or figures provided to the City by FUNB, or obtaining information related to this Parking Agreement.

SECTION 17. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions and undertakings of this Parking Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 18. CAPTIONS AND HEADINGS.

The section captions and headings are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Parking Agreement.

SECTION 19. FAITH BASED ORGANIZATION.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 20. NOTICE.

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by a nationally recognized overnight courier, addressed as follows (or any other address or facsimile number that the party to be notified may have designated to the sender by like notice) or if sent by facsimile to the facsimile number set forth below:

If to City, to: City of Roanoke
 City Manager
 364 Municipal Building
 215 Church Avenue SW
 Roanoke, Virginia 24011
 Fax No. 540-853-1138

With a copy to: Director of Economic Development
 City of Roanoke
 111 Franklin Plaza, Suite 200
 Roanoke, VA 24011
 Fax No. 540-853-1213

If to FUNB, to: First Union National Bank
 Attn: Vice-President, CLS
 10 South Jefferson Street
 Roanoke, VA 24011
 Fax No. 540-857-4526

Notice shall be deemed delivered upon the date of personal service, two days after deposit in the United States mail, the day after delivery to a nationally recognized overnight courier, or upon the date of confirmation of a facsimile transmission.

SECTION 21. ENTIRE AGREEMENT AND AMENDMENTS.

This Parking Agreement constitutes the entire agreement of the parties hereto and supersedes all prior offers, negotiations, and agreements among the parties. No amendment to this Parking Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Parking Agreement by their authorized representatives:

ATTEST:

CITY OF ROANOKE

Mary Parker, City Clerk

By: _____
Darlene L. Burcham, City Manager

ATTEST:

FIRST UNION NATIONAL BANK

By: _____

Printed Name and Title

Approved as to Form:

Approved as to Execution:

City Attorney

City Attorney

Appropriation and Funds Not Required
For this Contract:

Director of Finance

Date

Acct. #

J.T.
IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the City Manager to execute a new Parking Agreement between the City and First Union National Bank (FUNB) to become effective retroactively to December 16, 2001; and authorizing the City Manager to renew the Parking Agreement for up to two additional one year periods.

WHEREAS, the City and FUNB entered into a Parking Agreement dated October 14, 1998, providing for parking permits in the Tower Parking Garage from December 16, 1998, through December 15, 1999, and which provided for two renewals thereafter; and

WHEREAS, the City granted FUNB two renewals of the 1998 Parking Agreement, which terminated on December 15, 2001; and

WHEREAS, FUNB has requested a new Parking Agreement with the City that will provide for FUNB to purchase a minimum of 175 and a maximum of 200 parking permits for a one year period of time from December 16, 2001, through December 15, 2002, with up to two one year renewals, at a rate of \$45 per parking permit per month in order for FUNB to have parking spaces available for the 175 job positions FUNB has agreed to maintain in Roanoke's Enterprise Zone One; and

WHEREAS, City Council believes it to be in the best interest of the City to provide FUNB the parking permits.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City Manager and the City Clerk are hereby authorized on behalf of the City to execute and attest, respectively, a new Parking Agreement between the City and FUNB for a one year period, from December 16, 2001, through December 15, 2002, with up to two one year renewals, that

will provide that FUNB will maintain 175 job positions in Roanoke's Enterprise Zone One, that FUNB may purchase a minimum of 175 and up to a maximum of 200 parking permits for the one year and/or renewal period at a rate of \$45 per parking permit per month, and that will provide such other terms and conditions as the City Manager deems appropriate, all as more fully set forth in the City Manger's letter to Council dated March 18, 2002.

2. The new Parking Agreement will be substantially similar to the one attached to the above mentioned City Manager's letter, and shall be approved as to form by the City Attorney.

3. The City Manager is further authorized to renew the Parking Agreement for up to the two one year renewal periods mentioned above and to take such action and execute such documents as may be reasonably necessary to provide for the implementation and administration of such Parking Agreement.

ATTEST:

City Clerk.



March 18, 2002

Honorable Ralph K. Smith, Mayor
 Honorable William H. Carder, Vice Mayor
 Honorable William D. Bestpitch, Council Member
 Honorable C. Nelson Harris, Council Member
 Honorable W. Alvin Hudson, Jr., Council Member
 Honorable William White, Sr., Council Member
 Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Appropriation of Retained
 Earnings for Civic Center
 Capital Improvements

Several equipment purchases and projects are needed at the Civic Center in order for the Civic Center to provide expected levels of service, to meet new security standards, provide appropriate maintenance, and to provide necessary equipment storage.

It is necessary for City Council to appropriate funds from Prior Year Retained Earnings to provide for the acquisition of the following items:

• Storage Building to provide for storage of Coliseum Equipment	\$ 90,000
• Dasher Boards for Arena Football2	13,500
• Exit Devices to provide locks on Coliseum Interior Doors	17,210
• Stage Barricade for concerts	15,000
• 3 Xenon follow spotlights for Coliseum	35,000
• 2 Concession Carts	3,600
• 500 folding chairs with dollies	29,209
• Sweeper/scrubber	8,868
• Carpet Extractor	1,617
• Walk Behind Scrubber	3,783
• Coin Machine & 2 Credit Card Machines	3,000
• Defibrillator	3,000
• Kitchen Equipment	11,213
	<u>\$235,000</u>

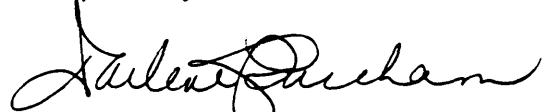
Items or projects to be acquired either have already been bid or will be in accordance with the procurement section of the Code of the City of Roanoke.

Recommended Action:

Appropriate \$235,000 from Prior Year Retained Earnings Accounts as follows:

1. \$220,000 to Civic Center Account 005-550-2108-9015
2. \$15,000 to Civic Center Account 005-550-2105-2035.

Respectfully submitted,



Darlene L. Burcham
City Manager

C: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Barry L. Key, Director of Management and Budget

CM02-00042

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Civic Center Fund Appropriations, and providing for an emergency.

WHEREAS, for the usual daily operation of the Municipal Government of the City of Roanoke, an emergency is declared to exist.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2001-2002 Civic Center Fund Appropriations, be, and the same are hereby, amended and reordained to read as follows, in part:

Appropriations

Operating	\$ 3,030,941
Civic Center - Operating (1)	28,195
Capital Outlay	\$ 1,236,297
Civic Center - Capital Outlay (2).	717,997

Retained Earnings

Retained Earnings - Available for Appropriation (3)	\$ 241,000
1) Expendable	
Equipment (005-550-2105-2035)	\$ 15,000
2) Other Equipment (005-550-2108-9015)	220,000
3) Retained Earnings -	
Available for	
Appropriation (005-3348)	(235,000)

BE IT FURTHER ORDAINED that, an emergency existing, this Ordinance shall be in effect from its passage.

ATTEST:

City Clerk.



March 18, 2002

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Transportation Fund
 Appropriation from
 Retained Earnings
 Williamson Road Parking
 Garage

Background:

The original construction of the Williamson Road Parking Garage was partially funded with Community Block Development Grant (CDBG) funds. In recognition of this use of federal funds, an annual payment is made back to the City's Grant Fund based upon a percentage of the net income which is generated by this garage. This payment is program income to the Grant Fund.

Considerations:

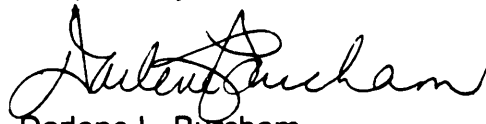
The FY2002 expense budget for this garage allocated \$107,341 to meet this payment requirement. This annual calculation is based upon the income from this garage generated in FY01. Based upon the actual income generated in FY01, the payment due is \$130,998. In order to make the required payment, \$23,657 must be appropriated from Transportation fund retained earnings to supplement the \$107,341 budgeted.

Mayor Smith and Members of City Council
March 18, 2002
Page 2

Recommended Action:

City Council approve the appropriation of \$23,657 from retained earnings of the Transportation Fund to fund the full CDBG payment due for FY02 for the Williamson Road Parking Garage.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Darlene L. Burcham', written in a cursive style.

Darlene L. Burcham
City Manager

DLB: djm

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Barry Key, Manager, Office of Management and Budget
Elizabeth Neu, Director of Economic Development.

CMO2-00046

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Transportation Fund Appropriations, and providing for an emergency.

WHEREAS, for the usual daily operation of the Municipal Government of the City of Roanoke, an emergency is declared to exist.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2001-2002 Transportation Fund Appropriations, be, and the same are hereby, amended and reordained to read as follows, in part:

Appropriations

Operating	\$ 339,149
Williamson Road Parking Garage (1)	130,998

Retained Earnings

Retained Earnings - Available for Appropriation (2).	\$ 216,768
--	------------

1) CDBG Program Inc.		
Paid to Grant Fund	(007-540-8205-2190)	\$ 23,657
2) Retained Earnings -		
Available for		
Appropriation	(007-3348)	(23,657)

BE IT FURTHER ORDAINED that, an emergency existing, this Ordinance shall be in effect from its passage.

ATTEST:

City Clerk.



Office of the City Manager

March 18, 2002

Honorable Ralph K. Smith, Mayor
 Honorable William H. Carder, Vice Mayor
 Honorable W. Alvin Hudson, Council Member
 Honorable William D. Bestpitch, Council Member
 Honorable William White, Sr., Council Member
 Honorable C. Nelson Harris, Council Member
 Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Roanoke Passenger Station
 Renovation Project

Background:

The Western Virginia Foundation for the Arts and Sciences (WVFAS) received notification in 2001 that their application for Transportation Enhancement funds through the Transportation Equity Act for the 21st Century (TEA-21) for the Roanoke Passenger Station Renovation Project was approved in the amount of \$488,000. The City of Roanoke subsequently entered into separate agreements with the WVFAS and the Virginia Department of Transportation (VDOT), which define the responsibilities of each party, as previously authorized by City Council. The WVFAS would be responsible for the match requirement of \$122,000. The \$488,000 of TEA-21 Enhancement funds need to be appropriated (to be reimbursed by VDOT) to the project account #008-530-9900-9007 for disbursement to the WVFAS.

Recommended Action:

Appropriate \$488,000 of TEA-21 Enhancement funds (to be reimbursed by VDOT) to project account #008-530-9900-9007 for disbursement to the WVFAS. Establish a revenue estimate of the same for State reimbursement through the TEA-21 program.

Sincerely,

Darlene L. Burcham
 City Manager

DLB/RKB/gpe

C: Mary F. Parker, City Clerk
 William M. Hackworth, City Attorney
 Jesse A. Hall, Director of Finance
 Robert K. Bengtson, P.E., Director of Public Works

CM02-00041

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Capital Projects Fund Appropriations, and providing for an emergency.

WHEREAS, for the usual daily operation of the Municipal Government of the City of Roanoke, an emergency is declared to exist.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2001-2002 Capital Projects Fund Appropriations, be, and the same are hereby, amended and reordained to read as follows, in part:

Appropriations

Community Development	\$ 6,016,143
Roanoke Passenger Station Renovation (1)	1,238,000

Revenues

Intergovernmental (2)	\$ 2,650,556
1) Appropriated from	
State Grant Funds (008-530-9900-9007)	\$ 488,000
2) Roanoke Passenger	
Station - TEA-21	
FY02 (008-530-9900-9900)	488,000

BE IT FURTHER ORDAINED that, an emergency existing, this Ordinance shall be in effect from its passage.

ATTEST:

City Clerk.



March 18, 2002

Honorable Ralph K. Smith, Mayor
 Honorable William H. Carder, Vice Mayor
 Honorable William D. Bestpitch, Council Member
 Honorable C. Nelson Harris, Council Member
 Honorable W. Alvin Hudson, Jr., Council Member
 Honorable William White, Sr., Council Member
 Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Contract Award
 Rehabilitation of Memorial Bridge
 Bid No. 02-01-07

Annual bridge inspection reports identified Memorial Bridge, Structure Number 1826, as in need of major repair. The design of the necessary rehabilitation has been completed and the project has been bid.

After proper advertisement, seven bids were received on Tuesday, February 5, 2002, with MBC Construction, Inc., 7203 Ni River Landing, Fredericksburg, Virginia 22407, submitting the low bid in the amount of \$1,147,789.75. (See attached bid tabulation.) The construction time was specified as 270 consecutive calendar days.

Funding in the amount of \$1,272,568 is needed for the project. The additional funds that exceed the contract amount will be used for miscellaneous project expenses including advertising, printing, test services, minor variations in bid quantities, unforeseen project expenses and an estimated \$10,000 for Norfolk Southern Railway flagging services.

Funding is available as follows:

Public Improvement Bonds – Series 1999 Account Number 008-052-9709-9190	\$ 888,931
Hunter Viaduct Account Number 008-052-9636-9003	279,813
Broadway Street Bridge Account Number 008-052-9683-9001	35,441
Memorial Bridge Rehabilitation Account Number 008-530-9772-9003	<u>68,383</u>

Total **\$1,272,568**

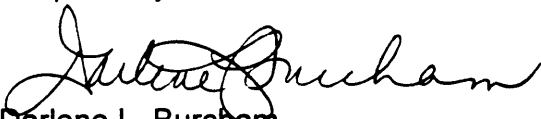
Honorable Mayor and Members of Council
March 18, 2002
Page 2

Recommended Action:

Accept the above bid and authorize the City Manager to execute a contract for the above work with MBC Construction, Inc. in the amount of \$1,147,789.75 with 270 consecutive calendar days of contract time, and reject all other bids.

Transfer funding in the amount of \$1,204,185 as detailed in the first three accounts listed above to Capital Projects Fund account number 008-530-9772, Memorial Bridge Rehabilitation, the existing project account.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB/JGB/bls

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Philip C. Schirmer, City Engineer
Robert L. White, Purchasing Manager

#CM02-00040

TABULATION OF BIDS

**REHABILITATION OF MEMORIAL BRIDGE
BID NO. 02-01-07**

Bids were opened by Robert L. White, Manager, Purchasing Department, on Tuesday, February 5, 2002, at 2:00 p.m.

BIDDER	AMOUNT
MBC Construction, Inc.	\$1,147,789.75
Hammond-Mitchell, Inc.	\$1,187,472.00
Lanford Brothers Company, Inc.	\$1,270,533.30
Allegheny Construction Company, Inc.	\$1,441,443.00
English Construction Company, Inc.	\$1,481,375.00
Burleigh Construction Company, Inc.	\$1,487,184.35
Cleco Corporation	\$3,428,618.54

Engineer's Estimate: \$959,000.00

Office of the City Engineer
Roanoke, Virginia
March 18, 2002

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Capital Projects Fund Appropriations, and providing for an emergency.

WHEREAS, for the usual daily operation of the Municipal Government of the City of Roanoke, an emergency is declared to exist.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2001-2002 Capital Projects Fund Appropriations, be, and the same are hereby, amended and reordained to read as follows, in part:

Appropriations

Streets and Bridges		\$ 25,363,304
Hunter Viaduct Removal (1-2)		4,091,996
Broadway Street Bridge (3)		209,213
Memorial Bridge Rehabilitation (4-6)		1,452,418
Capital Improvement Reserve		\$ 23,212,248
Public Improvement Bonds - Series 1999 (7)		2,365,748
1) Appropriated from		
General Revenue	(008-052-9636-9003)	\$ (210,000)
2) Appropriated from		
Bond Funds		
Series 1996	(008-052-9636-9088)	(69,813)
3) Appropriated from		
Bond Funds		
Series 1999	(008-052-9683-9001)	(35,441)
4) Appropriated from		
General Revenue	(008-530-9772-9003)	210,000
5) Appropriated from		
Bond Funds		
Series 1996	(008-530-9772-9088)	69,813
6) Appropriated from		
Bond Funds		
Series 1999	(008-530-9772-9001)	924,372
7) Bridges	(008-052-9709-9190)	(888,931)

BE IT FURTHER ORDAINED that, an emergency existing, this Ordinance shall be in effect from its passage.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE accepting the bid of MBC Construction, Inc. for the rehabilitation of Memorial Bridge, Structure Number 1826, upon certain terms and conditions and awarding a contract therefor; authorizing the proper City officials to execute the requisite contract for such work; rejecting all other bids made to the City for the work; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The bid of MBC Construction, Inc. in the amount of \$1,147,789.75 for the rehabilitation of Memorial Bridge, Structure Number 1826, as is more particularly set forth in the City Manager's letter dated March 18, 2002, to this Council, such bid being in full compliance with the City's plans and specifications made therefor and as provided in the contract documents offered the bidder, which bid is on file in the Purchasing Division, be and is hereby ACCEPTED.
2. The City Manager and the City Clerk are hereby authorized, on behalf of the City, to execute and attest, respectively, the requisite contract with the successful bidder, based on its proposal made therefor and the City's specifications made therefor, the contract to be in such form as is approved by the City Attorney, and the cost of the work to be paid for out of funds heretofore or simultaneously appropriated by Council.
3. Any and all other bids made to the City for the above work are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express to each the City's appreciation for such bid.

4. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.



March 18, 2002

Honorable Ralph K. Smith, Mayor
 Honorable William H. Carder, Vice Mayor
 Honorable William D. Bestpitch, Council Member
 Honorable C. Nelson Harris, Council Member
 Honorable W. Alvin Hudson, Jr., Council Member
 Honorable William White, Sr., Council Member
 Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Contract Award
 Infrastructure Improvements to the
 Greater Gainsboro Redevelopment
 Area, Phase II
 Bid No. 01-12-01

The Phase II project consists of the construction of improvements including water, sanitary sewer, storm drainage, curb and sidewalk, paving, landscaping and associated work within the Greater Gainsboro Redevelopment Area.

After proper advertisement, four bids were received on Tuesday, January 8, 2002, with Breakell, Inc., 2314 Patterson Avenue, S.W., Roanoke, Virginia 24016, submitting the low bid in the amount of \$496,183.93. (See attached bid tabulation.) The construction time was specified as 120 consecutive calendar days.

The City and Appalachian Power Company d/b/a American Electric Power (AEP) have a Street Lighting Agreement dated July 1, 1995, concerning the provision by AEP to the City of street lights and associated electrical current for the lights. In accordance with the Street Lighting Agreement and negotiations with AEP, AEP will provide the appropriate street lights and electrical work for Phase II of the Greater Gainsboro Infrastructure Improvements for \$350,000.

The infrastructure improvement project is being constructed in three phases. The whole project, including the estimated costs for Phase III, remain within the adopted capital project budget of \$3,426,282. Proposed funding from available balances in several capital project accounts is being used to fund AEP improvements which are ineligible for CDBG funds due to wage rate restrictions.

Funding in the amount of \$895,802 is needed for the project. The additional funds that exceed the contract amount will be used for lighting and electrical costs as well as miscellaneous project expenses including advertising, prints, test services, minor variations in bid quantities and unforeseen project expenses. Funding in the amount of \$895,802 is available as follows:

\$ 4,901	035-G00-0030-5286	Community Development Block Grant (CDBG)
131,659	035-G01-0130-5286	Community Development Block Grant (CDBG)
399,281	035-G02-0230-5286	Community Development Block Grant (CDBG)
211,060	008-410-9625	Greater Gainsboro Infrastructure
12,000	008-052-9626	Gainsboro Library
25,000	008-052-9670	Environmental Issues
21,485	008-310-9685	Precision Technology
20,000	008-530-9771	Peters Creek Road Street Light
40,000	008-052-9635	50/50 Curb, Gutter, Sidewalk
4,307	008-052-9716	Williamson Road Improvements
<u>26,109</u>	008-052-9575-9173	Capital Reserve – Buildings

\$895,802

Recommended Action:

Accept the above bid and authorize the City Manager to execute a contract for the above work with Breakell, Inc., in the amount of \$496,183.93, with 120 consecutive calendar days of contract time, and reject all other bids.

Appropriate or transfer funding in the amount of \$148,901 as detailed above to Capital Projects Fund account 008-410-9625, Greater Gainsboro Infrastructure. CDBG funds in the amount of \$535,841 have been appropriated to the proper accounts for a total of \$895,802.

Authorize the City Manager to execute any necessary documents or agreements in connection with the Street Lighting Agreement dated July 1, 1995, with Appalachian Power Company d/b/a American Electric Power (AEP) in order for AEP to provide the appropriate street lights and associated electrical work for Phase II of the Greater Gainsboro Infrastructure Improvements for \$350,000.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB/JGB/bls

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Philip C. Schirmer, City Engineer
Margaret T. Munton, Budget Analyst

#CM02-00036

TABULATION OF BIDS

**INFRASTRUCTURE IMPROVEMENTS TO THE
GREATER GAINSBORO REDEVELOPMENT AREA
PHASE II
BID NO. 01-12-01**

Bids were opened by Robert L. White, Manager, Purchasing Department, on Tuesday, January 8, 2002, at 2:00 p.m.

BIDDER	AMOUNT
Breakell, Inc.	\$ 496,183.93
Allegheny Construction Company	\$ 551,264.50
S.C. Rossi & Company	\$ 563,000.00
E.C. Pace Company	\$ 654,947.00

Estimated Cost: \$474,885.00

Office of the City Engineer
Roanoke, Virginia
March 18, 2002

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Capital Projects Fund Appropriations, and providing for an emergency.

WHEREAS, for the usual daily operation of the Municipal Government of the City of Roanoke, an emergency is declared to exist.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2001-2002 Capital Projects Fund Appropriations, be, and the same are hereby, amended and reordained to read as follows, in part:

Appropriations

Economic Development		\$	24,193,640
Precision Technology (1)			88,515
General Government		\$	15,434,031
Environmental Issues (2)			1,990,816
Greater Gainsboro Infrastructure (3-4)			1,858,700
Parks, Recreation and Cultural		\$	10,953,741
Gainsboro Library (5)			181,075
Streets and Bridges		\$	24,410,066
50/50 Curb, Gutter, Sidewalk (6)			10,000
Williamson Road Improvements (7)			463,693
Peters Creek Road Street Light (8)			40,000
Capital Improvement Reserve		\$	23,186,139
Capital Improvement Reserve (9)			375,391
1) Appropriated from			
General Revenue	(008-310-9685-9003)	\$ (21,485)
2) Appropriated from			
General Revenue	(008-052-9670-9003)	(25,000)
3) Appropriated from			
Bond Funds			
Series 1999	(008-410-9625-9001)		4,307
4) Appropriated from			
General Revenue	(008-410-9625-9003)		144,594

5) Appropriated from General Revenue	(008-052-9626-9003)	\$ (12,000)
6) Appropriated from General Revenue	(008-052-9635-9003)	(40,000)
7) Appropriated from Bond Funds Series 1999	(008-052-9716-9001)	(4,307)
8) Appropriated from General Revenue	(008-530-9771-9003)	(20,000)
9) Buildings and Structures	(008-052-9575-9173)	(26,109)

BE IT FURTHER ORDAINED that, an emergency existing, this Ordinance shall
be in effect from its passage.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE accepting the bid of Breakell, Inc. for the construction of improvements, including water, sanitary sewer, storm drainage, curb and sidewalk, paving, landscaping and associated work, within the Greater Gainsboro Redevelopment Area in connection with Phase II of the Infrastructure Improvements to the Greater Gainsboro Redevelopment Area Project, upon certain terms and conditions and awarding a contract therefor; authorizing the proper City officials to execute the requisite contract for such work; rejecting all other bids made to the City for the work; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The bid of Breakell, Inc. in the amount of \$496,183.93 for the construction of improvements, including water, sanitary sewer, storm drainage, curb and sidewalk, paving, landscaping and associated work, within the Greater Gainsboro Redevelopment Area in connection with Phase II of the Infrastructure Improvements to the Greater Gainsboro Redevelopment Area Project, as is more particularly set forth in the City Manager's Letter dated March 18, 2002, to this Council, such bid being in full compliance with the City's plans and specifications made therefor and as provided in the contract documents offered the bidder, which bid is on file in the Purchasing Division, be and is hereby ACCEPTED.

2. The City Manager and the City Clerk are hereby authorized, on behalf of the City, to execute and attest, respectively, the requisite contract with the successful bidder, based on its proposal made therefor and the City's specifications made therefor, the contract to be in such form as

is approved by the City Attorney, and the cost of the work to be paid for out of funds heretofore or simultaneously appropriated by Council.

3. Any and all other bids made to the City for the above work are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express to each the City's appreciation for such bid.

4. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute any necessary documents or agreements in connection with the Street Lighting Agreement between the City and Appalachian Power Company, d/b/a American Electric Power (AEP), dated July 1, 1995, in order for AEP to provide the appropriate street lights and associated electrical work for Phase II of the Infrastructure Improvements to the Greater Gainsboro Redevelopment Area Project; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. The City Manager is authorized to execute any necessary documents or agreements, in a form approved by the City Attorney, in connection with the Street Lighting Agreement between the City and AEP dated July 1, 1995, in order for AEP to provide the appropriate street lights and associated electrical work for Phase II of the Infrastructure Improvements to the Greater Gainsboro Redevelopment Area Project, in an amount not to exceed \$350,000, as is more fully set forth in the City Manager's letter to this Council dated March 18, 2002.

2. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.



March 18, 2002

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Changes to EMS User Fee
Schedule

Background:

In July 1989, the City of Roanoke implemented an EMS User Fee in an effort to offset the rising cost of providing emergency medical services in the City of Roanoke. In July 1993, City Council approved an EMS fee schedule adjustment to cover additional staffing costs associated with providing services. Staffing increases were necessary due to a reduction in volunteer resources and an increase in service demand.

The City of Roanoke establishes its EMS fee schedule based primarily on the regions Medicare allowances. Current EMS fees are \$145.00 for basic life support (BLS) transports and \$290.00 for advanced life support (ALS) transports with a two-tier fee structure. Mileage is charged separately at \$9.00 per loaded mile. Effective April 1, 2002, Medicare will increase its reimbursement for EMS transport. After a two-year process, Medicare has approved a nationwide fee schedule that all EMS providers must accept if they wish to maximize Medicare reimbursement. This fee schedule and structure is based on a patient's needs, condition and treatment requirements. The five-tier fee structure required by Medicare allows the fee to more accurately reflect actual services rendered.

Considerations:

The City of Roanoke needs to adopt the new fee schedule as outlined in the Federal Register, volume 65, number 177, pages 55077 – 55100, in order to maximize the Medicare reimbursement. Currently, Medicare accounts for 44 percent of the city's EMS fee revenues. The new fee schedule will allow for a more accurate reflection

of services rendered and resources required to care for patients. Medicare is requiring a five-tier fee structure which is as follows:

- (1) Basic Life Support – Non-Emergency
- (2) Basic Life Support – Emergency
- (3) Advanced Life Support – Non-Emergency
- (4) Advanced Life Support – Emergency
- (5) Advanced Life Support – Level II *

* Medicare is proposing a higher reimbursement rate for ALS Level II because it applies to patients who are critically ill requiring more resources and treatment in such cases as cardiac arrest, multi-system trauma, respiratory arrest, etc.

The percentage of EMS fees paid by citizens (out-of-pocket) is projected to remain the same with the new fee structure. Currently, citizens pay less than eight percent of the total annual EMS fees out-of-pocket. The city's EMS billing contractor will continue to work with citizens to maximize insurance reimbursement and make fee adjustments, in accordance with Medicare regulations, in order to minimize out-of-pocket expense.

Recommended Action:

City Council concur on the following fee schedule recommended by Quantum Medical, the city's EMS billing contractor, and using the required five-tier structure, which would allow the city to maximize Medicare reimbursement:

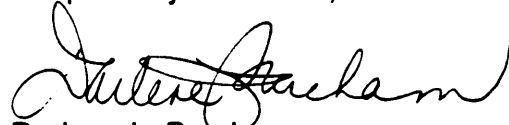
<u>Service Level</u>	<u>Current Medicare Allowance</u>	<u>Current EMS Fees</u>	<u>New Medicare Allowance</u>	<u>Proposed EMS Fee</u>
Basic Life Support Non-Emergency	NA	\$145.00	\$170.54	\$175.00
Basic Life Support Emergency	\$114.00	\$145.00	\$272.86	\$280.00
Advanced Life Support Non-Emergency	NA	\$290.00	\$204.65	\$210.00
Advanced Life Support Emergency	\$290.00	\$290.00	\$324.03	\$330.00
Advanced Life Support Level 2	NA	\$290.00	\$468.99	\$475.00

The Honorable Mayor and Members of Council
March 18, 2002
Page 3

Percentage of EMS fees paid by citizens (out-of-pocket) is projected to remain the same with this new fee structure, less than eight percent of total annual fees collected. This new fee schedule, if approved, would become effective April 1. It is estimated that the City could realize a revenue increase of \$165,000 the first year (FY2002/03) and a graduated increase to \$655,000 in EMS fee revenue as the new Medicare allowance matures in fiscal year 2006/07.

This additional revenue could be used to fund debt service on the construction cost of new Fire-EMS stations as proposed in the Council adopted Fire-EMS Strategic Business plan.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB/JG/jsf

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
George S. Snead, Assistant City Manager for Operations
James Grigsby, Fire-EMS Chief

#CM02-00031

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION establishing certain fees for the provision of certain emergency medical services; and providing for an effective date.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The schedule of fees due to the City for the below-listed emergency medical services provided by the City and/or Roanoke Emergency Medical Services, Inc., shall be as follows:

Basic Life Support (Non-Emergency)	\$175.00
Basic Life Support (Emergency)	\$280.00
Advanced Life Support (Non-Emergency)	\$210.00
Advanced Life Support (Emergency)	\$330.00
Advanced Life Support (Level 2)	\$475.00

2. The Fee Compendium of the City, maintained by the Director of Finance and authorized and approved by City Council by Resolution No. 32412-032795, adopted March 27, 1995, effective as of that date, shall be amended to reflect the foregoing new fees under the heading of Emergency Medical Services.

3. This Resolution shall be in full force and effect on and after April 1, 2002

Attest:

City Clerk



March 18, 2002

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Amendment to the 2001-2002
Consolidated Plan Annual Update
Regarding Consultant Services for
the Bullitt-Jamison Pilot Project

Background:

On September 17, 2001, City Council adopted the "Policy on HUD Funds," one provision of which is the targeting of these funds to create demonstrable and visible impact. The initial targeting activity under the policy was presented to Council at its October 29, 2001, work session and involved a multi-faceted approach to the needs of an area bordered by Bullitt and Jamison Avenues between 6th and 13th Streets. Known as the "Bullitt-Jamison Pilot Project," approximately \$1.4 million from the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds will form the core project financing, if approved by Council.

Considerations:

The needs of the project area extend to many other aspects of community life and dictate a broader conceptual and financial framework. The City's Police, Social Services, Streets and Traffic, Code Enforcement, Parks and Recreation, Neighborhood Partnership and other Departments are increasing their activities in the area. However, physical development of the area requires a more in-depth assessment of needs and feasibility and creation of a master plan to guide the improvements. Given these needs, the City solicited proposals from firms with such capabilities and has negotiated the terms of an agreement with the top candidate. The cost of the consultant services is approximately \$60,000 and is, thus, within the City Manager's authority for executing the necessary agreement.

Mayor and Members of Council
March 18, 2002
Page 2

It is important to begin the consultant activities as soon as possible, with CDBG funds providing the necessary funding source. However, to use CDBG funds at this time requires an amendment of the City's current Consolidated Plan Annual Update, a process that entails a 30-day public review and comment period. The public review and comment period was initiated on February 14, 2002, and concluded on March 15, 2002. No objections to the plan amendment were received.

Upon Council's approval of the plan amendment, the consultant agreement may be executed. The agreement allows the City the option to negotiate further services with the consultant regarding leveraging additional financing for the project. A future report to Council may be required to authorize any amendment to the consultant agreement with a cost greater than the City Manager's authority to execute directly.

Recommended Actions:

Authorize the City Manager to amend the 2001-2002 Consolidated Plan Annual Update, including submission of necessary documents to HUD, to add the consultant services associated with the Bullitt-Jamison Pilot Project.

Respectfully submitted,



Darlene L. Burcham
City Manager

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Frank E. Baratta, Budget Team Leader

CM02-00052

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION amending the City of Roanoke's 2001-2002 Consolidated Plan Annual Update regarding Consultant Services for the Bullitt-Jamison Pilot Project, and authorizing the City Manager to execute and submit the necessary documents to the United States Department of Housing and Urban Development (HUD).

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager is authorized to execute and submit to HUD the necessary documents for amending the City of Roanoke's 2001-2002 Consolidated Plan Annual Update regarding Consultant Services for the Bullitt-Jamison Pilot Project, as more particularly set forth in the City Manager's letter to this Council dated March 18, 2002.

Attest:

City Clerk

CITY OF ROANOKE
DEPARTMENT OF FINANCE
215 Church Avenue, S.W. Room 461
P.O. Box 1220
Roanoke, VA 24006-1220
Telephone: (540) 853-2821
Fax: (540) 853-2940

March 18, 2002

Honorable Ralph K. Smith, Mayor
Honorable William H. Carder, Vice Mayor
Honorable William D. Bestpitch, Council Member
Honorable C. Nelson Harris, Council Member
Honorable W. Alvin Hudson, Jr., Council Member
Honorable William White, Sr., Council Member
Honorable Linda F. Wyatt, Council Member

Subject: Lease Purchase of Equipment
Bid No. 02-01-19

Dear Mayor Smith and Members of City Council:

The City issued its first capital lease for the purchase of equipment in fiscal year 2001. This lease totaled \$2,503,000, and it funded vehicular equipment, equipment for the new Police Building, and personal computers.

The September 4, 2001 City Council Report on the Capital Maintenance and Equipment Replacement Program (CMERP) recommended replacing various items of vehicular equipment, a portion of which was recommended to again be lease financed. City Council appropriated \$510,523 at the January 22, 2002 City Council meeting for equipment purchases in anticipation of execution of an equipment lease financing agreement.

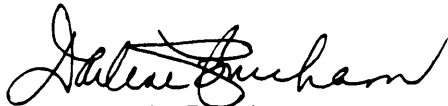
An Invitation for Bids for lease financing of \$1,157,500 vehicular equipment was publicly advertised and sent to over twenty banks and leasing agencies on February 8, 2002. Nine responses were received. Koch Financial Corporation submitted the most responsive bid, proposing an interest rate of 3.74% for a five year period. The annual lease payment will be \$253,883 for each of the next five fiscal years. Pending City Council's approval, funding for the lease purchase payments will be included in the annually adopted budget of the Fleet Management Fund.

Honorable Mayor and Members
of City Council
March 18, 2002

Page 2

We recommend City Council adopt the accompanying resolution authorizing execution of the Lease Purchase Agreement with Koch Financial Corporation, and also authorizing execution of any other required documents related to this Lease Purchase Agreement. We also recommend adoption of the accompanying budget ordinance appropriating the lease financing proceeds of \$1,157,500 to an account in the Fleet Management fund. We would be pleased to answer questions that City Council may have.

Sincerely,



Darlene L. Burcham
City Manager



Jesse A. Hall
Director of Finance

DLB/JAH:g
Attachment

c: William M. Hackworth, City Attorney
Mary F. Parker, City Clerk
Barry Key, Director of Management and Budget
Robert White, Purchasing Manager
Ann H. Shawver, Manager of Accounting Services

CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSALS
LEASE PURCHASE OF EQUIPMENT

The City of Roanoke, Virginia, is requesting proposals from financial institutions and leasing companies with respect to a \$1,157,500 tax-exempt lease purchase agreement to acquire certain items of vehicular equipment and computer equipment. The following is a description of the equipment to be financed, the lease term and financing amount requested, and the projected delivery dates for the various items.

Vehicular Equipment – Lease period of five (5) years

- Description: 20 yard Rear Packer -
Front Forward Cab Refuse Trucks
Number of Units: 3
Schedule for Delivery: 4/6 months (estimate)
Estimated Cost: \$142,500.00 ea \$427,500.00

- Description: Automated Refuse Truck
Number of Units: 1
Schedule for Delivery: 4/6 months (estimate)
Estimated Cost: \$136,500.00 ea \$136,500.00

- Description: 11 Yard Rear Packer Truck
Number of Units: 2
Schedule for Delivery: 4/6 months (estimate)
Estimated Cost: \$65,000.00 ea \$130,000.00

- Description: 10 Ton Crew Cab Dump Truck
Number of Units: 1
Schedule for Delivery: 4/6 months (estimate)
Estimated Cost: \$ 80,000.00 ea \$ 80,000.00

•	Description: Crew Cab Stake Body Truck Number of Units: 2 Schedule for Delivery: 3/4 months (estimate) Estimated Cost: \$ 60,000.00 ea	\$120,000.00
•	Description: Hydraulic Excavator Number of Units: 1 Schedule for Delivery: 34 months (estimate) Estimated Cost \$135,000.00 ea	\$135,000.00
•	Description: 2 ½ Ton Dump Truck Number of Units: 1 Schedule for Delivery: 4/6 months Estimated Cost: \$ 60,000.00 ea	\$ 60,000.00
•	Description: Toro Mower Number of Units: 1 Lease Period: 5 years Schedule for Delivery: 4/6 months Estimated Cost: \$ 68,500.00 ea	\$ 68,500.00
Total Estimated Equipment Cost		<u>\$1,157,500.00</u>

Balance of page intentionally left blank

City of Roanoke, VA Amortization Schedule:

Totals:		\$1,269,413.69	\$111,913.69	\$1,157,500.00	Rate 3.740%	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	03/21/2002					\$1,157,500.00
1	07/01/2002	\$126,941.37	\$12,025.14	\$114,916.23	\$1,063,435.45	\$1,042,583.77
2	01/01/2003	\$126,941.37	\$19,496.32	\$107,445.05	\$953,841.49	\$935,138.72
3	07/01/2003	\$126,941.37	\$17,487.09	\$109,454.27	\$842,198.13	\$825,684.44
4	01/01/2004	\$126,941.37	\$15,440.30	\$111,501.07	\$728,467.04	\$714,183.37
5	07/01/2004	\$126,941.37	\$13,355.23	\$113,586.14	\$612,609.18	\$600,597.23
6	01/01/2005	\$126,941.37	\$11,231.17	\$115,710.20	\$494,584.77	\$484,887.03
7	07/01/2005	\$126,941.37	\$9,067.39	\$117,873.98	\$374,353.31	\$367,013.05
8	01/01/2006	\$126,941.37	\$6,863.14	\$120,078.22	\$251,873.52	\$246,934.83
9	07/01/2006	\$126,941.37	\$4,617.68	\$122,323.69	\$127,103.36	\$124,611.14
10	01/01/2007	\$126,941.37	\$2,330.23	\$124,611.14	-\$0.00	-\$0.00

EQUIPMENT LEASE PURCHASE AGREEMENT

by and between

**KOCH FINANCIAL CORPORATION
as Lessor**

and

**THE CITY OF ROANOKE, VIRGINIA,
as Lessee**

Dated as of March 21, 2002

EQUIPMENT LEASE PURCHASE AGREEMENT

EQUIPMENT LEASE PURCHASE AGREEMENT, dated as of March 21, 2002 (this "Agreement"), by and between KOCH FINANCIAL CORPORATION, a corporation organized and existing under the laws of _____, as Lessor (the "Lessor"), and the CITY OF ROANOKE, a political subdivision of the Commonwealth of Virginia, as Lessee (the "Lessee").

The Lessee has made a determination to acquire and install the equipment described in Exhibit A (collectively, the "Equipment") and has expressed an interest in making arrangements for the financing of the acquisition and installation of the Equipment. The Lessor is willing to finance the acquisition and installation of the Equipment and to lease the Equipment to the Lessee, and the Lessee is willing to lease the Equipment from the Lessor, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Agreement have the meanings in this Section 1.1 specified, unless the context clearly otherwise requires.

"Agreement" shall mean this Equipment Lease Purchase Agreement, dated as of March 21, 2002, by and between the Lessor and the Lessee, together with the exhibits and any and all amendments hereto.

"Authorized Officer of the Lessee" shall mean either the City Manager or the Director of Finance of the Lessee or such other officer or officers of the Lessee as shall be designated by the Governing Body of the Lessee from time to time.

"Base Payments" shall mean the payments payable by the Lessee pursuant to Section 3.5(a) of this Agreement during the Lease Term.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Default" or "Event of Default" shall have the meaning ascribed thereto in Section 5.1 of this Agreement.

"Equipment" shall mean the equipment to be acquired and installed on behalf of the Lessee described in Exhibit A.

"Equipment Acquisition Fund" shall mean the special trust fund of that name to be held by the Escrow Agent under and pursuant to the terms of the Escrow Agreement.

"Escrow Agent" shall mean SunTrust Bank, a banking corporation organized and existing under the laws of the State of Georgia.

"Escrow Agreement" shall mean the Escrow Agreement, dated as of March 21, 2002, by and among the Lessor, the Lessee and the Escrow Agent, in the form attached hereto as Exhibit C.

"Event of Taxability" shall mean either (i) receipt by the Lessor of a notice, in any form, from the Internal Revenue Service; or (ii) the reasonable determination by the Lessor, based on an opinion of independent tax counsel selected by the Lessor, that the Lessor may not exclude the interest component of any Base Payment paid under this Agreement from its federal gross income because the Lessee breached any covenant contained herein or because of an amendment to the Code or a change in any law affecting the tax treatment by the Lessor of such interest.

"Fiscal Year of the Lessee" shall mean the fiscal year of the Lessee commencing on July 1 and ending on the next succeeding June 30.

"Governing Body of the Lessee" shall mean the City Council of the Lessee.

"Lease Term" shall mean the duration of the leasehold estate created in the Equipment as provided in Section 3.4 of this Agreement.

ARTICLE II

REPRESENTATIONS

SECTION 2.1. Representations of the Lessee. The Lessee makes the following representations:

(a) The Lessee is a political subdivision of the Commonwealth of Virginia duly created and existing under and pursuant to the laws of the Commonwealth of Virginia and a "political subdivision" as such term is used in Section 103(c) of the Code.

(b) The Lessee has an immediate need for, and expects to make immediate use of, substantially all of the Equipment which need is not temporary or expected to diminish in the foreseeable future, the Equipment will be used by the Lessee in carrying out the governmental purposes of the Lessee, and the leasing of the Equipment will serve a function which presently is and is expected to continue to be essential to the proper, efficient and economic operation of the Lessee.

(c) The Lessee has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement and all other documents executed and delivered by the Lessee with respect thereto, and the same are valid and legally binding obligations

of the Lessee, and are enforceable against the Lessee in accordance with their terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws of general application relating to or affecting creditors' rights generally or by general principles of equity.

(d) Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with, or results in a breach of, the terms, conditions or provisions of the Constitution or statutes of the Commonwealth of Virginia, any charter or other organizational document of the Lessee, any ordinances or resolutions of the Lessee or any rule or regulation affecting the Lessee, including requirements of any order, ruling, regulation, evidence of indebtedness, agreement, contract or instrument of whatever nature to which the Lessee is a party or by which it is bound, or constitutes a default under any of the foregoing.

(e) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to this Agreement.

(f) The Lessee will operate or cause the Equipment to be operated in accordance with all applicable laws, rules, regulations, ordinances, resolutions, rulings and orders until the expiration or earlier termination of this Agreement as provided herein.

(g) All moneys required to make any rental payments due and owing in the current Fiscal Year of the Lessee ending on June 30, 2002 have been appropriated by the Governing Body of the Lessee.

(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which the Lessee has been a party at any time during the past ten years has been terminated by the Lessee as a result of insufficient funds being appropriated in any Fiscal Year of the Lessee. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Lessee has issued during the past ten years.

(i) Subject to the provisions of Section 3.2, the Lessee will have title to the Equipment at all times from and after the acquisition and installation of the Equipment and for the duration of the Lease Term.

SECTION 2.2. Representations of the Lessor. The Lessor makes the following representations:

(a) The Lessor is a corporation duly incorporated and in good standing under the laws of _____ and in good standing under the laws of the Commonwealth of Virginia.

(b) The Lessor has the power to enter into this Agreement and by proper corporate action has duly authorized the execution and delivery of this Agreement.

ARTICLE III

ACQUISITION AND INSTALLATION OF EQUIPMENT; LEASE OF EQUIPMENT; PAYMENT OF RENTAL; OPERATION AND MAINTENANCE; INSURANCE; AND TAXES

SECTION 3.1. Acquisition and Installation of the Equipment. (a) The Lessee shall acquire and install the Equipment in accordance with the specifications therefor and all applicable requirements of governmental authorities.

(b) The Lessor shall deliver the amount of \$1,157,500, being the aggregate purchase price of the Equipment, to the Escrow Agent for deposit into the Equipment Acquisition Fund to be held by the Escrow Agent. The Escrow Agent shall advance such amount to the Lessee in one or more installments upon the receipt by the Lessor from time to time of one or more requisitions requesting disbursement in accordance with the provisions of the Escrow Agreement. Each such requisition shall be executed by an Authorized Officer of the Lessee.

(c) The Escrow Agent shall pay all requisitions delivered to it by the Lessee prior to the occurrence of an Event of Default under Section 5.1 or the failure of the Lessee to make any payment hereunder as a result of a failure of its Governing Body to appropriate moneys for the purpose of making any such payment.

(d) Acceptance of delivery of the Equipment or the components thereof and execution by the Lessee of the requisition or requisitions for the purchase price thereof pursuant to Section 3.1(b) shall constitute the Lessee's acknowledgment that the Equipment or the components thereof are in good operating order, repair, condition and appearance, are of the manufacture, design and capacity selected by the Lessee and are suitable for the purposes for which acquired.

(e) With the written consent of the Lessor, there may be substituted for the Equipment or any component thereof described in Exhibit A and, if any such substitution shall cause the aggregate purchase price of the Equipment to be in excess of the amount specified in Section 3.1(b), the aggregate purchase price specified in Section 3.1(b) may be increased *pro tanto*. Upon any such increase, the Lessor and the Lessee shall amend Exhibit B to reflect a corresponding increase in the Base Payments.

SECTION 3.2. Title to the Equipment; Security Interest. (a) During the Lease Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modification shall be in the Lessee and the Lessee shall take all action necessary to vest such ownership and title in the Lessee. The Lessor does not own the Equipment and by this Agreement is merely financing the acquisition of such equipment for the Lessee. The Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over the Lessee or the Lessee's operation, use, storage or maintenance of the Equipment.

(b) The Lessee hereby grants to the Lessor a continuing, first priority security interest in and to the Equipment, all repairs, replacements, substitutions and modifications thereto

and all proceeds thereof and in the Equipment Acquisition Fund in order to secure the payment of the Base Payments and all other payment obligations of the Lessee hereunder and the performance by the Lessee of all other obligations of the Lessee hereunder. With respect to any motor vehicle constituting a component of the Equipment, or of which a component of the Equipment becomes a part, and which is subject to Title 46.2, Chapter 6 of the Code of Virginia, 1950, such motor vehicle shall be registered in the name of the Lessee, and the certificate of title to such motor vehicle shall indicate that the Lessee is the owner of record and the Lessor is the first lienholder with respect to such motor vehicle. The Lessee agrees to cooperate with the Lessor in executing and filing financing statements and taking such other actions as shall be required to perfect the Lessor's valid first lien and perfected security interest in the Equipment. If requested by the Lessor, the Lessee shall obtain a landlord and/or mortgagee's consent and waiver with respect to the Equipment. If requested by the Lessor, the Lessee shall conspicuously mark the Equipment, and maintain such markings during the Lease Term, to disclose clearly the Lessor's security in the Equipment. Upon termination of this Agreement through exercise of the Lessee's prepayment option pursuant to Section 3.15 or through payment by the Lessee of the amount provided for in Section 3.16(b) or all Base Payments and other amounts due with respect to the Equipment, the Lessor's security interest in the Equipment shall terminate, and the Lessor shall execute and deliver to the Lessee such documents as the Lessee may reasonably request to evidence the termination of the Lessor's security interest in the Equipment.

SECTION 3.3. Lease of the Equipment; Absence of Representations, Warranties or Covenants of the Lessor as to Merchantability, Etc.; Enforcement of Warranties Against Seller or Manufacturer of the Equipment. (a) The Lessor hereby leases the Equipment to the Lessee, and the Lessee hereby leases the Equipment from the Lessor, upon the terms and conditions of this Agreement. The Lessee shall be entitled to possession of each component of the Equipment and may retain possession of each component of the Equipment so long as it is not in default under the terms of this Agreement.

(b) THE LESSEE ACKNOWLEDGES THAT THE EQUIPMENT LEASED HEREUNDER IS OF A TYPE, DESIGN, SIZE, CAPACITY AND MANUFACTURE SELECTED BY THE LESSEE; THAT THE LESSOR IS NOT A MANUFACTURER OF, OR DEALER IN, THE EQUIPMENT; THAT NEITHER THE VENDOR, THE MANUFACTURER NOR ANY AGENT THEREOF IS AN AGENT OF THE LESSOR; THAT THE LESSOR HAS NOT, WILL NOT AND HAS NO OBLIGATION TO, INSPECT THE EQUIPMENT PRIOR TO DELIVERY TO THE LESSEE; THAT THE LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN THE EQUIPMENT OR OPERATIONS THEREOF; AND THAT THE LESSOR HAS NOT MADE AND WILL NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, OF ANY KIND OR AS TO ANY MATTER WHATSOEVER ON WHICH THE LESSEE MAY RELY, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH LAWS, GOVERNMENTAL REGULATIONS OR RULES, ORDERS, SPECIFICATIONS OR CONTRACT, CONDITION, TITLE, QUALITY, DESIGN, DURABILITY OR SUITABILITY FOR THE LESSEE'S PURPOSES OF THE EQUIPMENT IN ANY RESPECT, OR ANY PATENT INFRINGEMENT OR LATENT OR PATENT DEFECTS. THE LESSOR SHALL NOT BE LIABLE TO THE LESSEE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN

OR BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH AND THE LESSEE HEREBY ACKNOWLEDGES THE FOREGOING DISCLAIMER BY THE LESSOR.

(c) The Lessor hereby appoints the Lessee its agent and attorney-in-fact, for and in its name and behalf to make and enforce, at the Lessee's cost and expense, whatever claims the Lessor may have against the seller or manufacturer of the Equipment under any warranty, express or implied in respect thereof. Nothing contained in this Section 3.3(c) shall be construed to constitute a waiver by the Lessor or the Lessee of any right against any seller or manufacturer of any component of the Equipment arising out of a defect in the title to such Equipment.

SECTION 3.4. Lease Term. The Lease Term shall commence on the date of delivery of this Agreement and, unless sooner terminated in accordance with the provisions hereof, shall terminate on January 1, 2007.

SECTION 3.5. Rentals. (a) Subject to the provisions set forth in Section 3.6, the Lessee shall pay to the Lessor, at its address set forth in Section 7.5, on each "Due Date" specified in Exhibit B, the Base Payments as set forth in such Exhibit B under the caption "Payment Amount" except to the extent of any reduction in the Base Payments pursuant to Section 3.5(c). Each Base Payment shall be paid in lawful money of the United States of America.

(b) The obligations of the Lessee to make the rental payments required under Section 3.5(a) and the payments required under other sections hereof and to perform and observe the other agreements contained herein shall be absolute and unconditional except as provided in Sections 3.6 and 6.1.

(c) It is understood that this Agreement is being entered into by the Lessor and the Lessee for the purpose of financing the acquisition and installation of the Equipment on behalf of the Lessee and that each Base Payment under this Agreement is comprised of a principal component and an interest component. The interest component of the Base Payments set forth in Exhibit C is based on an interest rate of 3.74% per annum, calculated on the basis of a 360-day year comprised of twelve 30-day months. The interest component of the Base Payments set forth in Exhibit B shall accrue from and after March 21, 2002, being the date of the execution and delivery of this Agreement and the delivery by the Lessor of the amount of \$1,157,500 to the Escrow Agent for deposit into the Equipment Acquisition Fund in accordance with the provisions of Section 3.1(b) hereof.

SECTION 3.6. Availability of Funds to Make Rental Payments; Rental Payments Subject to Appropriation. The Lessee reasonably believes that funds can be obtained sufficient to make all rental payments required by Section 3.5(a) during the Lease Term. While recognizing that it is not empowered to make any binding commitment beyond the current Fiscal Year of the Lessee, the Governing Body of the Lessee hereby declares the nature of the Equipment essential to the efficient operation of the Lessee. The Governing Body of the Lessee anticipates that the need for the Equipment will not change during the Lease Term. The Governing Body of the Lessee also hereby states its intent to make annual appropriations during the Lease Term sufficient to make the rental payments required by Section 3.5(a). Notwithstanding anything in this Agreement to the contrary, the Lessee's obligations to pay the cost of performing its obligations under this

Agreement, including without limitation its obligations to pay all rental payments required by Section 3.5(a), shall be subject to and dependent upon annual appropriations being made by the Governing Body of the Lessee for such purpose; *provided, however*, that the City Manager of the Lessee or other officer charged with the responsibility for preparing the Lessee's budget shall include in the proposed budget for each Fiscal Year of the Lessee the amount of the rental payments required by Section 3.5(a) and all other amounts required to be paid under this Agreement during such Fiscal Year of the Lessee, and the City Manager or such other officer of the Lessee shall use his or her best efforts to obtain the annual appropriations of the rental payments required by Section 3.5(a) and such other amounts throughout the Lease Term.

SECTION 3.7. Use of the Equipment. The Lessee shall use the Equipment in the ordinary course of the regular operations conducted by the Lessee and only in the Commonwealth of Virginia. The Lessee represents that the Equipment is essential to the Lessee's proper, efficient and economic operation. The Lessee shall use the Equipment only for the purposes for which it was designed, and shall not abuse the Equipment or use it in such a manner that any seller's or manufacturer's warranty thereon would be void. Subject to the provisions of Section 3.6, the Lessee shall, at its own cost and expense, comply with, and cause the Equipment to comply with, all laws, rules, regulations, ordinances, restrictions and agreements (including insurance policies), affecting the Equipment or the use, installation or maintenance thereof, including the making of all changes in, additions, to, or safeguards for the Equipment (even if unforeseen or extraordinary) that may be required for such compliance.

SECTION 3.8. Maintenance and Preservation of the Equipment. Subject to the provisions of Section 3.6, the Lessee, at its own cost and expense, shall keep and maintain the Equipment in good mechanical condition, repair and appearance at all times during the Lease Term and shall comply with all requirements of the manufacturers of the Equipment necessary to meet all manufacturers' warranties in force. The Lessor shall not be required to maintain or make any repairs or replacements of any nature or description to or of the Equipment. The Lessee shall not make any alterations, additions, modifications or improvements to the Equipment that will diminish the value of the Equipment or any component thereof without the Lessor's prior written consent. All additions and improvements made to the Equipment shall be deemed to constitute a part of the Equipment.

SECTION 3.9. Liens. The Lessee shall not directly or indirectly create, incur, assume, permit or suffer to exist, and, subject to the provisions of Section 3.6, shall, at its own cost and expense, promptly remove and discharge any lien, encumbrance or charge upon the Equipment (other than this Agreement or any lien, encumbrance or charge created by the Lessor) or upon the Lessee's interest therein, and the Lessee shall take all such action as may be necessary to protect and defend the title and interest of the Lessor and the Lessee in and to the Equipment from any such liens, encumbrances and charges. The Lessee shall promptly give the Lessor notice of any lien created upon the Equipment, stating the action the Lessee has taken or is about to take with respect thereto.

SECTION 3.10. Insurance. The Lessee shall keep the Equipment (i) continuously insured under a policy or policies of commercial insurance against loss by fire (with extended coverage), such coverage to be equal to, at a minimum, the unpaid principal components of the Base Payments (such that the Lessor or the Lessee does not become a co-insurer for any

portion of such unpaid principal components), and against such other risks as are customarily insured against by reasonable and prudent public bodies of like size and type as would operate the Equipment; and (ii) insured with comprehensive general liability insurance (including self-insurance if commercial insurance cannot be procured at reasonable cost), paying, subject to the provisions of Section 3.6, all premiums with respect thereto as the same become due and payable. Each policy or policies of insurance referred to in clauses (i) and (ii) of the immediately preceding sentence shall name the Lessor and the Lessee as insureds as their interests may appear. Each such policy or policies of insurance shall provide that the same may not be altered or cancelled by the insurer except after not less than thirty (30) days' prior written notice to the Lessor. In lieu of separate insurance policies, such insurance may be in the form of a blanket insurance policy or policies. Insurance policies may be written with deductible amounts or exceptions and exclusions comparable to those of reasonable and prudent public bodies of like size and type as would operate the Equipment. The Lessee shall on the date of execution and delivery of this Agreement, and from time to time during the term of this Agreement upon the request of the Lessor, furnish the Lessor with evidence that the Lessee has obtained and is maintaining the policy or policies of insurance required by this Section 3.10. With the Lessor's prior consent, the Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to the Lessor in form acceptable to the Lessor. If the Lessee self-insures, the Lessee shall cause to be filed annually with the Lessor a certificate of its risk manager or insurance consultant as to the adequacy of reserves for such self-insurance.

SECTION 3.11. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any component thereof may be or hereafter may become in any manner physically affixed or attached to real estate or any building thereon. If requested by the Lessor, the Lessee will, at the Lessee's expense, furnish a landlord or mortgagee waiver with respect to the Equipment.

SECTION 3.12. Records; Inspection. The Lessee shall maintain adequate records identifying and locating the Equipment, and shall permit the Lessor, by its employees, agents, accountants and attorneys, to examine such records, make extracts therefrom, discuss the same with the Lessee's officers and agents, and to inspect the Equipment, at reasonable times during business hours.

SECTION 3.13. Nature of Obligations of the Lessee; Notice of Events of Default. (a) Except as provided in Sections 4.1, 5.2 and 6.1, this Agreement shall not terminate nor shall the Lessee have any right to terminate this Agreement or to be released, relieved or discharged from any obligations or liabilities hereunder for any reason whatsoever.

(b) Subject to the provisions of Section 3.6, the obligations of the Lessee to pay rentals and to pay all other amounts provided for in this Agreement and to perform its obligations under this Agreement shall be absolute and unconditional and such rentals and other amounts shall be payable without any rights of set-off, recoupment or counterclaim it might have against the Lessor or any other person or vendor and whether or not the Equipment is used by the Lessee or available for use by the Lessee.

(c) The Lessee shall give the Lessor prompt written notice of any Event of Default hereunder or any event of non-appropriation of sufficient funds to pay rental payments and other amounts under this Agreement.

(d) Except as otherwise provided herein and to the extent permitted by law, the Lessee waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Agreement, or to any abatement, suspension, deferment, diminution or reduction of rental obligations or other amounts payable by the Lessee, for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title, or frustration of purpose, or any damage to or destruction of the Equipment, or the taking by eminent domain of title to or the right of temporary use of all or any component of the Equipment, or the failure of the Lessee to perform and observe any agreement or covenant, whether express or implied, of any duty, liability or obligation arising out of or connected with this Agreement.

SECTION 3.14. Tax Covenants. The Lessee represents and covenants that it will not use the Equipment, or permit the Equipment to be used, in such a manner as would cause the portion of the rental payments designated as interest to be included in gross income for federal income tax purposes under Section 103(a) of the Code. The Lessee represents and covenants that it will not take any action or fail to take any action which would result in this Agreement or the obligations of the Lessee hereunder constituting an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code or which would violate regulations promulgated by the Department of the Treasury under the Code applicable to this Agreement and will comply in all respects with the provisions of the Federal Tax Certificate, dated the date hereof, executed and delivered by the Lessee (the "Federal Tax Certificate"), including, without limitation, the requirement to file a Form 8038-G or other informational report with the Internal Revenue Service in accordance with the provisions of Section 149(e) of the Code and the regulations promulgated thereunder. The Lessee specifically agrees to pay such amounts of rebatable arbitrage at such times as are required to be paid by the Lessee pursuant to the Federal Tax Certificate. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of the Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, the Lessee shall pay when due, subject to the provisions of Section 3.6, all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. The Lessee shall pay, subject to the provisions of Section 3.6, such taxes as the same may become due.

SECTION 3.15. Prepayment Option. On each Due Date, the Lessee shall have an option to purchase the Equipment for an amount equal to the Termination Value set forth opposite such Due Date in Exhibit B. The Lessee's right to exercise such prepayment option shall be conditioned upon the Lessee's having performed all terms and conditions required to be performed by the Lessee under this Agreement in a timely fashion and no Event of Default or failure to appropriate on the part of the Lessee having occurred and remaining unremedied during the term of this Agreement. The Lessee shall, as a condition precedent to the exercise of such prepayment option, give notice of its intention to exercise such option at least thirty (30) days prior to the Due Date upon which it seeks to exercise such option.

SECTION 3.16. Effect of Event of Taxability. (a) Upon the occurrence of an Event of Taxability, the Lessee shall pay to the Lessor upon demand, subject to the provisions of Section 3.6, (i) an amount which, with respect to Base Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest due through the date of such event), will restore to the Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Base Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by this Agreement through the date of such event; and (ii) as additional Base Payments to the Lessor on each succeeding Due Date such amount as will maintain such after-tax yield to the Lessor.

(b) As an alternative to the obligation of the Lessee to pay to the Lessor the amounts described in clauses (i) and (ii) of subsection (a) of this Section 3.16, the Lessee, upon receipt of written notification from the Lessor of the occurrence of an Event of Taxability at any time during the Lease Term, shall have the option to pay to the Lessor an amount equal to the Termination Value set forth on Exhibit B opposite the Due Date immediately preceding the Lessee's receipt of such notice, together with the interest accrued on such amount from such immediately preceding Due Date to the date such payment is made, and upon such payment and the payment of all other amounts then due and payable by the Lessee to the Lessor hereunder, this Agreement shall terminate and the Lessor shall take the actions required by Section 3.2(b) hereof to terminate the Lessor's security interest in the Equipment. The Lessee shall, as a condition precedent to the exercise of the option provided for in this Section 3.16(b), give notice of its intention to exercise such option at least thirty (30) days prior to the payment date.

ARTICLE IV

LOSS AND DAMAGE

SECTION 4.1. Loss and Damage. The Lessee shall bear the entire risk of loss, theft, condemnation, destruction or damage of or to the Equipment from any cause whatsoever, and no loss, theft, condemnation, destruction or damage of or to the Equipment shall relieve the Lessee of the obligation to pay rent or of any other obligation under this Agreement. In the event of damage to any component of the Equipment, the Lessee shall immediately repair, rebuild or restore the property damaged to substantially the same condition as it existed prior to the event causing the damage. If the Lessor determines that any component of the Equipment is lost, stolen, condemned, destroyed or damaged beyond repair, the Lessee, at its option, will: (a) replace the same with like property in good repair, or (b) terminate this Agreement with respect to such component of the Equipment so lost, stolen, condemned, destroyed or damaged beyond repair and pay the Lessor in cash all of the following: (i) all amounts then owed by the Lessee or accrued to the Lessor under this Agreement with respect to such component of the Equipment; and (ii) the unpaid balance of the Base Payments with respect to such component of the Equipment for the term of this Agreement, less the amount of such Base Payments attributable to interest accruing after the payment date. Upon the Lessor's receipt of such payment, the Lessee shall be entitled to whatever interest the Lessor may have in the component of the Equipment so lost, stolen, condemned, destroyed or damaged beyond repair, in its then condition and location, without warranties, expressed or implied. The termination of this Agreement in accordance with the provisions of this Section 4.1 with respect to a lost, stolen,

condemned, destroyed or damaged component of the Equipment shall not affect to obligations of the Lessee under this Agreement with respect to the remaining components of the Equipment.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.1. Events of Default; Non-Appropriation Not An Event of Default. (a) The following shall be "Events of Default" under this Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(1) Failure by the Lessee to pay when due any rental payments required to be paid under Section 3.5(a) subject to the provisions of Section 5.1(b);

(2) Failure by the Lessee to provide the insurance coverage required under Section 3.10, subject to the provisions of Section 5.1(b);

(3) Failure by the Lessee to pay when due any payment due under this Agreement other than rental payments due under Section 3.5(a), subject to the provisions of Section 5.1(b), or observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of sixty (60) days after written notice is given, or in the case of any such Default that cannot with due diligence be cured within such sixty (60) day period, failure of the Lessee to proceed promptly to cure the same and thereafter prosecute the curing of such Default with due diligence; or

(4) Bankruptcy of the Lessee, or failure by the Lessee to lift any execution or attachment against the Equipment, which failure shall continue for a period of sixty (60) days after written notice is given, or in the case of any such Default that cannot with due diligence be cured within such sixty (60) day period, failure of the Lessee to proceed promptly to cure the same and thereafter prosecute the curing of such Default with due diligence.

(b) Notwithstanding anything contained in this Section 5.1 to the contrary, a failure by the Lessee to pay when due any payment required to be made under this Agreement or a failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement resulting from a failure of the Governing Body of the Lessee to appropriate moneys for such purposes shall not constitute an Event of Default. Upon any such failure to appropriate, the provisions of Article VI shall be applicable.

SECTION 5.2. Remedies Upon Default. (a) Whenever any Event of Default shall have happened and be subsisting, the Lessor may take any one or more of the following remedial steps, without further demand or notice:

(i) re-enter and take possession of any component or all of the Equipment, with or without terminating this Agreement, exclude the Lessee from possession and sell, lease or

sublease the Equipment or any component thereof for the account of the Lessee, holding the Lessee liable for all rental payments payable under Section 3.5(a) and other amounts payable by the Lessee hereunder due up to the effective date of such selling, leasing or subleasing and for the difference between (A) the purchase price, rent and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease, and (B) any rental payments payable under Section 3.5(a) accrued and not yet payable and thereafter to become due and any other amounts payable by the Lessee hereunder; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the rental payments payable under Section 3.5(a) and other amounts payable by the Lessee hereunder then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Agreement.

(iii) Notwithstanding any other provisions in this Section 5.2 to the contrary, upon default, the Lessee shall only be liable to the Lessor for amounts due and payable during the Fiscal Year of the Lessee in which the Event of Default occurred; *provided* that this Agreement shall not have been terminated in accordance with the provisions of Section 6.1 hereof prior to the commencement of such Fiscal Year of the Lessee.

(b) In any of such cases, all rights and interests created or then existing in favor of the Lessee as against the Lessor hereunder shall cease and terminate and the right to the possession of the Equipment and all other rights acquired by the Lessee hereunder shall revert to and revest in the Lessor without any act of re-entry, or any other act of the Lessor to be performed and without any right of the Lessee of return, reclamation or compensation for moneys paid under this Agreement as absolutely, fully and perfectly as if this Agreement and such payments had never been made; and in case of such default all payments theretofore made on this Agreement are to be retained by and belong to the Lessor as the agreed and reasonable rent of the Equipment up to the time of such default.

(c) Any amount received by the Lessor pursuant to the foregoing provisions of this Section 5.2 shall be applied first to costs, then to any unpaid interest component of the rental payments payable under Section 3.5(a), and then to payment of any unpaid principal component of the rental payments payable under Section 3.5(a), and upon payment in full of all rental payments required pursuant to Section 3.5(a) due and thereafter to become due through the end of the Lease Term, and the Lessor shall transfer, convey or assign the Lessor's right, title and interest in the Equipment to the Lessee.

SECTION 5.3. No Right or Remedy Exclusive. No remedy conferred upon or reserved to the Lessor by this Agreement is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article V, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

SECTION 5.4. Effect of Failure to Require Performance or Waiver of Breach. Failure by the Lessor at any time to require performance by the Lessee of any provision hereof shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

ARTICLE VI

TERMINATION OF AGREEMENT

SECTION 6.1. Termination of Lease Upon a Failure to Appropriate. If as a result of a failure of the Governing Body of the Lessee to appropriate moneys for such purpose, the Lessee shall not have the funds available to pay and shall fail to pay when due any rental payment payable under Section 3.5(a) or any other payment to be paid by the Lessee under this Agreement, this Agreement shall terminate as of the end of the then current Fiscal Year of the Lessee. Notwithstanding any such termination, the Lessor shall be entitled to any rental payments or other payments due and owing for which funds shall have been appropriated by the Governing Body of the Lessee.

SECTION 6.2. Rights of Lessor Upon a Failure to Appropriate. Upon the failure of the Governing Body of the Lessee to appropriate funds necessary for the Lessee's performance hereunder, the Lessor may exclude the Lessee from possession of the Equipment and may sell, lease or sublease any component or all of the Equipment in the manner provided by Section 5.2(a)(i).

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. Assignment of Agreement. (a) Without the Lessor's prior written consent, the Lessee shall not (i) assign, transfer, pledge, hypothecate or otherwise dispose of this Agreement or any interest herein; or (ii) sell, sublet, lend or otherwise transfer any interest in the Equipment or permit it to be used by anyone other than the Lessee or the Lessee's employees.

(b) The Lessor may assign, transfer, pledge, hypothecate or otherwise dispose of its right, title and interest hereunder or in the Equipment in whole but not in part without the consent of the Lessee. The Lessor agrees, however, to provide the Lessee with notice of any such assignment, transfer, pledge, hypothecation or other disposition. In the event the Lessor assigns any or all of its right, title and interest in, to and under this Agreement, the provisions of this Agreement shall inure to the benefit of the assignee, and the Lessee shall endorse on any such assignment its consent thereto and its agreement to pay thereafter all amounts due hereunder which are so assigned directly to the assignee without off-set or deduction for any cause and thereafter all notices to be sent by the Lessee to the Lessor hereunder shall also be sent to the assignee. The Lessee shall retain all

such notices of assignment as a register of all assignees in compliance with Section 149(a) of the Code and shall make all payments to the assignee or assignees designated in such register.

SECTION 7.2. Reimbursement. Subject to the provisions of Section 3.6, the Lessee shall reimburse the Lessor upon demand, as additional rental, all reasonable expenses incurred by the Lessor subsequent to the date hereof which relate to the enforcement of the Lessee's rights under this Agreement, including, without limitation, drawing of papers, recording and filing fees and the fees and disbursements of counsel.

SECTION 7.3. Security Agreement. This Agreement is intended to constitute a security agreement within the meaning of the Uniform Commercial Code or other applicable law in effect in the Commonwealth of Virginia. The Lessee agrees to execute such additional documents, including financing statements, assignments, affidavits, notices and similar instruments and applications to add lienholders to certificates of title for motor vehicles, if applicable, all in form satisfactory to the Lessor, which the Lessor deems necessary or appropriate to establish and maintain the security interest created by this Section 7.3.

SECTION 7.4. Severability. Each provision contained in this Agreement shall for all purposes be construed to be separate and independent and the breach of any such provision by the Lessor shall not discharge or relieve the Lessee from the Lessee's obligation to observe and perform each provision of this Agreement to be observed or performed by the Lessee. If any provision of this Agreement or the application thereof, to any person or circumstances shall to any extent be invalid and unenforceable, this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

SECTION 7.5. Notices. Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by first class or registered or certified mail, postage prepaid, addressed as follows:

If to the Lessor:

Koch Financial Corporation
17767 North Perimeter Drive, Suite 101
Scottsdale, Arizona 85255

If to the Lessee:

City of Roanoke, Virginia
Department of Finance
215 Church Avenue, S.W., Room 461
Roanoke, Virginia 24006-1220

The Lessor and the Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

SECTION 7.6. Headings. The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the provisions of this Agreement.

SECTION 7.7. Governing Law. This Agreement and the right and obligations of the parties to this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia and any suits and actions arising out of this Agreement shall be instituted in any court of competent jurisdiction in the City of Roanoke, Virginia.

SECTION 7.8. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and there are no warranties (in respect of the Equipment or otherwise) or restrictions, express or implied, or collateral or contemporaneous agreements that affect its meaning. This Agreement may be modified, amended or mutually rescinded only by a written instrument executed by each of the parties hereto.

SECTION 7.9. Beneficiaries of Agreement. The terms, covenants, agreements and conditions contained herein shall extend to, include, and inure to the benefit of, and be binding upon, the respective permitted successors and assignees, as the case may be, of the Lessor and the Lessee.

SECTION 7.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be duly executed as of the day and year first above written.

KOCH FINANCIAL CORPORATION,
as Lessor

By: _____
Name:
Title:

CITY OF ROANOKE, VIRGINIA,
as Lessee

By: _____
Name: Darlene L. Burcham
Title: City Manager

ESCROW AGREEMENT

by and among

KOCH FINANCIAL CORPORATION,

THE CITY OF ROANOKE, VIRGINIA,

and

**SUNTRUST BANK,
as Escrow Agent**

Dated as of March 21, 2002

ESCROW AGREEMENT

This ESCROW AGREEMENT, made and entered into as March 21, 2002, by and among KOCH FINANCIAL CORPORATION, a _____ corporation ("Lessor"), and THE CITY OF ROANOKE, a political subdivision of the Commonwealth of Virginia ("Lessee"), and SUNTRUST BANK, a Georgia banking corporation ("Escrow Agent").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. **Definitions.** The terms defined in this section shall, for all purposes of this Escrow Agreement, have the meanings specified below. The terms capitalized in this Escrow Agreement but not defined herein shall have the meanings assigned to them in the Lease.

"**Acquisition Costs**" means, with respect to the Equipment, the contract price paid or to be paid to a vendor thereof upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefor. Acquisition Costs may include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing of the Equipment, if approved by Lessor.

"**Equipment**" means the personal property described in Exhibit A to the Lease, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Equipment Acquisition Fund.

"**Equipment Acquisition Fund**" means the account by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"**Escrow Agent**" means SunTrust Bank, or any successor thereto acting as the Escrow Agent pursuant to this Escrow Agreement.

"**Escrow Agent Fee**" has the meaning set forth in Section 6.1 of this Escrow Agreement.

"**Escrow Agreement**" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"**Lease**" means the Equipment Lease Purchase Agreement, dated as of March 21, 2002, by and between Lessee and Lessor, including any Equipment schedules entered into thereunder and any duly authorized and executed amendment thereto.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to the Escrow Agent to authorize payment of Acquisition Costs.

"Rental Payments" means the Base Payments payable pursuant to Section 3.5(a) of the Lease as set forth in Exhibit B to the Lease.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America; or (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution qualified as a depository of public funds in the Commonwealth of Virginia, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in clauses (i), (ii), or (iii) above. In no event shall "Qualified Investments" include any investments other than those permitted by any state, county or municipal law applicable to investment of Lessee's funds; *provided, however*, that neither Lessor nor the Escrow Agent shall be responsible for determining the applicability of any such law and each shall be entitled to rely solely on the determination of Lessee with respect to such matters.

ARTICLE II

APPOINTMENT OF ESCROW AGENT; AND AUTHORITY

SECTION 2.1. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent pursuant to this Escrow Agreement and the Lease and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent hereunder; *provided, however*, that its duties and obligations hereunder shall be limited to those specifically provided herein.

SECTION 2.2. Authority. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

ARTICLE III

EQUIPMENT ACQUISITION FUND; DEPOSIT; DISBURSEMENTS; TRANSFERS UPON COMPLETION; AND LIQUIDATION

SECTION 3.1. Equipment Acquisition Fund. The Escrow Agent shall establish a special escrow account designated as the "Equipment Acquisition Fund" (the "Equipment Acquisition Fund"), shall keep such Equipment Acquisition Fund separate and apart from all other funds and moneys held by it and shall administer such Equipment Acquisition Fund as provided in this Escrow Agreement.

SECTION 3.2. Deposit. Upon execution of the Lease and delivery to Lessor by Lessee of all documents required to be delivered thereunder, Lessor shall deposit or cause to be deposited with the Escrow Agent the sum of \$1,157,500. The Escrow Agent shall credit such amount to the Equipment Acquisition Fund.

SECTION 3.3. Disbursements. The Escrow Agent shall use the moneys in the Equipment Acquisition Fund to pay the Acquisition Costs of each item of Equipment subject to the Lease, within a reasonable time of receipt with respect thereto of a Payment Request Form executed by Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Upon receipt of a Payment Request Form with respect to any item of Equipment, an amount equal to the Acquisition Cost as shown therein shall be paid directly to the person or entity entitled to payment as specified therein.

SECTION 3.4. Transfers Upon Completion. Unless all of the funds deposited by Lessor in the Equipment Acquisition Fund have been previously disbursed pursuant to Section 3.3 or paid to Lessor pursuant to Section 3.5, on March 20, 2003, the Escrow Agent shall pay all remaining moneys in the Equipment Acquisition Fund to Lessor or its assignee for application as a prepayment of the unpaid principal under the Lease. Lessor shall apply amounts received under this Section 3.4 first to unpaid fees, late charges and collection costs, if any, which have accrued or been incurred under the Lease, then to overdue principal and interest on the Lease and then, in the sole discretion of Lessor, either (i) to principal payments thereafter due under the Lease in the inverse order of their maturities; or (ii) proportionately to each principal payment thereafter due under the Lease. In the event that Lessor elects to apply such amounts in accordance with clause (i) of the preceding sentence, Lessee shall continue to make Rental Payments as scheduled in the Lease. In the event that Lessor elects to apply such amounts in accordance with clause (ii) of this Section 3.4, Lessor shall provide Lessee with a revised payment schedule which shall reflect the revised principal balance and reduced Rental Payments due under the Lease.

SECTION 3.5. Liquidation. Upon receipt of written notice from Lessor or Lessee that the Lease has been terminated pursuant to Section 6.1 thereof, the Escrow Agent shall liquidate all investments held in the Equipment Acquisition Fund and transfer the proceeds thereof and all other moneys held in the Equipment Acquisition Fund to Lessor.

ARTICLE IV

IRREVOCABLE TRUST; INVESTMENT; DISPOSITION OF INVESTMENTS; ACCOUNTING; AND TERMINATION

SECTION 4.1. Irrevocable Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessor and Lessee, and such moneys, together with any income or interest earned, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee (other than Lessor's security interest granted hereunder).

SECTION 4.2. Investment. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon order of Lessee only in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent for the benefit of Lessor and Lessee. The Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article IV. Such investments and re-investments shall be made giving full consideration for the time at which funds are required to be available. Any income received on such investments shall be credited to the Equipment Acquisition Fund. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article IV.

SECTION 4.3. Disposition of Investments. The Escrow Agent shall, without further discretion from Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Fund.

SECTION 4.4. Accounting. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement which shall be available for inspection by Lessor, Lessee, or the agent of either of them, at any time during regular business hours upon prior written request. The Escrow Agent shall furnish to Lessor and Lessee no less than quarterly an accounting of all investments and interest and income therefrom.

SECTION 4.5. Termination. This Escrow Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

ARTICLE V

VALIDITY; USE OF COUNSEL AND AGENTS; INTERPRETATION; AND LIMITED LIABILITY OF ESCROW AGENT

SECTION 5.1. Validity. The Escrow Agent may act upon any writing or instrument or signature which it believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any of the foregoing. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same.

SECTION 5.2. Use of Counsel and Agents. The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder. The Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection acting in compliance with the opinion of such counsel.

SECTION 5.3. Interpretation. If Lessor or Lessee shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations of, or the propriety of any action contemplated by, the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be entitled to reimbursement from the Equipment Acquisition Fund or, subject to the appropriation of funds for that purpose by the Lessee's City Council, from the Lessee, for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

SECTION 5.4. Limited Liability of Escrow Agent. The Escrow Agent shall not be liable in connection with the performance or observation of its duties or obligations hereunder except for in the case of its own gross negligence or wilful misconduct. The Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by such party hereunder or under the Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it as Escrow Agent hereunder.

ARTICLE VI

COMPENSATION

SECTION 6.1. Escrow Agent Fee. The Escrow Agent shall be paid \$-0- by Lessee for the services to be rendered hereunder (the "Escrow Agent Fee"), and will be paid and/or reimbursed by Lessee upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. The Escrow Agent's fee shall be payable from the interest earnings from this Equipment Acquisition Fund. In the event a shortfall occurs, said shortfall shall be the responsibility of the Escrow Agent, the Lessor, or their agents or assigns.

SECTION 6.2. Investment Fees. The Escrow Agent shall be entitled to charge reasonable fees and commissions in connection with the investment by it of amounts held in the Equipment Acquisition Fund (the "Investment Fees"). Lessor and Lessee hereby authorize the Escrow Agent to periodically deduct the Investment Fees from interest earnings on the Equipment Acquisition Fund.

ARTICLE VII

CHANGE OF ESCROW AGENT; MERGER OR CONSOLIDATION

SECTION 7.1. Removal of Escrow Agent. Lessor and Lessee, by written agreement, may by written request, at any time and for any reason, remove Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and be subject to supervision or examination by federal or state authority.

If such bank or trust company publishes a report of condition at least annually, pursuant to statute or the requirements of any federal or state supervising or examining authority, then for the purposes of this Section 7.1, the combined capital and surplus of such bank or trust company may be conclusively established in its most recent report of condition so published.

SECTION 7.2. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which shall be a date not less than thirty (30) days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been approved by Lessor and Lessee. Upon receiving such notice of resignation, Lessor and Lessee shall promptly appoint a successor Escrow Agent by an instrument in writing; *provided, however*, that in the event Lessor and Lessee fail to appoint a successor Escrow Agent within thirty (30) days following receipt of such written notice, Lessor may appoint a successor Escrow Agent. Any resignation or removal of Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

SECTION 7.3. Merger or Consolidation. Any entity into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 7.1) shall be the successor to the Escrow Agent without the execution or filing or further act.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1. Notice. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or if given by other means, when delivered at the address specified in this Section 8.1.

SECTION 8.2. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Escrow Agreement and the Equipment Acquisition Fund in connection with an assignment by Lessor of its rights under the Lease.

SECTION 8.3. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments under the Lease.

SECTION 8.4. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 8.5. Entire Agreement; Amendments. This Escrow Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Escrow Agreement may be amended or modified only by written documents duly authorized, executed and delivered by each of the parties hereto.

SECTION 8.6. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

SECTION 8.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or facilitate the performance of the parties under this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

SECTION 8.8. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

SECTION 8.9. Execution in Counterparts. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

SECTION 8.10. Waiver of Jury Trial. The Lessor, the Lessee and the Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

SUNTRUST BANK
Escrow Agent

KOCH FINANCIAL CORPORATION
Lessor

By: _____
Name:
Title:

By: _____
Name: Randall A. Bushman
Title: President and Chief Executive Officer

Address:

Address: 17767 North Perimeter Drive
Suite 101
Scottsdale, Arizona 85255

Telephone:

Telephone: (480) 419-3600

Facsimile:

Facsimile (480) 419-3603

THE CITY OF ROANOKE, VIRGINIA
Lessee

By: _____

Name: Darlene L. Burcham

Title: City Manager

Address: 215 Church Avenue, S.W.
Roanoke, Virginia 24006-1220

Telephone: (540) 853-2333

Facsimile: (540) 853-1138

EXHIBIT A

PAYMENT REQUEST FORM

SunTrust Bank, as Escrow Agent under an Escrow Agreement, dated as of March 21, 2002 (the "Escrow Agreement"), by and among **Koch Financial Corporation**, as Lessor, **The City of Roanoke, Virginia**, as Lessee, and the Escrow Agent, is hereby requested to pay from the Equipment Acquisition Fund, to the person or entity designated below as payee, the amount set forth opposite each such name, in payment of the Acquisition Costs of the Equipment designated opposite such payee's name and described on the attached page(s). The terms capitalized in this Payment Request Form but not defined herein shall have the meanings assigned to them in the Escrow Agreement.

Payee

Amount

Equipment

The Lessee hereby certifies that:

1. Attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (a) a manufacturer's or dealer's invoice; and (b) unless this Payment Request Form relates to partial payment of a Vendor in connection with a purchase order approved by Lessor, Lessee's Acceptance Certificate relating to the Equipment.

2. The representations and warranties contained in the Lease are true and correct as of the date hereof.

3. No Event of Default, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred.

4. No Non-Appropriation has occurred.

Dated: _____, 2002.

CITY OF ROANOKE, VIRGINIA
Lessee

KOCH FINANCIAL CORPORATION
Lessor

By: _____
Name: Darlene L. Burcham
Title: City Manager
Date: _____

By: _____
Name: Randall A. Bushman
Title: President and Chief Executive Officer
Date: _____

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Fleet Management Fund Appropriations, and providing for an emergency.

WHEREAS, for the usual daily operation of the Municipal Government of the City of Roanoke, an emergency is declared to exist.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2001-2002 Fleet Management Fund Appropriations, be, and the same are hereby, amended and reordained to read as follows, in part:

Appropriations

Capital Outlay			\$ 2,510,500
Vehicle Replacement Program FY02 (1-2)			1,157,500
1) Appropriated from			
Capital Lease	(017-440-9852-9035)	\$	646,977
2) Appropriated from			
Capital Lease	(017-440-9853-9168)		510,523

BE IT FURTHER ORDAINED that, an emergency existing, this Ordinance shall be in effect from its passage.

ATTEST:

City Clerk.

411

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION OF THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA, ACCEPTING THE BID OF KOCH FINANCIAL CORPORATION AND AWARDED AND APPROVING THE FORM AND THE TERMS, CONDITIONS AND PROVISIONS OF AN EQUIPMENT LEASE PURCHASE AGREEMENT RELATING TO THE ACQUISITION OF VEHICULAR EQUIPMENT BY THE CITY, BY AND BETWEEN KOCH FINANCIAL CORPORATION, AS LESSOR, AND THE CITY, AS LESSEE, AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; APPROVING THE FORM AND THE TERMS, CONDITIONS AND PROVISIONS OF AN ESCROW AGREEMENT, BY AND AMONG THE CITY, KOCH FINANCIAL CORPORATION AND SUNTRUST BANK, AS ESCROW AGENT, AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE MEMBERS OF THE COUNCIL AND THE OFFICIALS AND EMPLOYEES OF SUCH CITY TO TAKE FURTHER ACTION TO CARRY OUT THIS RESOLUTION AND THE TRANSACTIONS CONTEMPLATED HEREBY AND BY THE AFOREMENTIONED EQUIPMENT LEASE PURCHASE AGREEMENT AND ESCROW AGREEMENT; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AND REJECTING ALL OTHER BIDS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA:

SECTION 1. Findings and Determinations. The Council (the "Council") of the City of Roanoke, Virginia (the "City"), hereby finds and determines as follows:

(a) The Council has determined that it is necessary and desirable for the City to acquire certain vehicular equipment in connection with the performance of its governmental functions.

(b) The Council has further determined that it is desirable for the City to finance the acquisition of such equipment through an equipment lease purchase agreement financing.

(c) The low bid of Koch Financial Corporation with an interest rate of 3.74 percent is hereby ACCEPTED.

(d) In order to accomplish such financing, the City has determined to enter into an Equipment Lease Purchase Agreement (the "Equipment Lease Purchase Agreement"), by and between Koch Financial Corporation, as Lessor (the "Leasing Corporation"), and the City, as Lessee, under and pursuant to which the Leasing Corporation will advance the amount of \$1,157,500 to provide the funds for the acquisition of the vehicular equipment described in Exhibit A attached thereto (the "Equipment").

(e) The Equipment is essential for the City to perform its governmental functions.

(f) Pending the application of the funds to be made available by the Leasing Corporation under and pursuant to the Equipment Lease Purchase Agreement, it is contemplated that such funds will be delivered by the Leasing Corporation to SunTrust Bank, as Escrow Agent (the "Escrow Agent"), pursuant to an Escrow Agreement (the "Escrow Agreement"), by and among the City, the Leasing Corporation and the Escrow Agent, for deposit into the Equipment Acquisition Fund established under the Escrow Agreement and applied to the acquisition of the Equipment in accordance with the provisions of the Escrow Agreement.

(g) The City has taken, or will undertake, the necessary steps, including those relating to any applicable legal bidding requirements under the Virginia Procurement Act, to arrange for the acquisition of the Equipment.

(h) The City proposes to enter into the Equipment Lease Purchase Agreement and the Escrow Agreement in substantially the forms presented to the meeting of the Council at which this Resolution is being adopted.

SECTION 2. Approval of the Form of the Equipment Lease Purchase Agreement and the Terms, Conditions and Provisions Thereof; Execution and Delivery of the Equipment Lease Purchase Agreement. The form of the Equipment Lease Purchase Agreement presented to and filed with the minutes of the meeting of the Council at which this Resolution is being adopted and the

terms, conditions and provisions thereof (including in particular the Base Payments required to be paid under Section 3.5(a) thereof as set forth in Exhibit B thereto) are hereby approved, ratified and confirmed, and the City Manager or her designee is hereby authorized and directed to execute and deliver to the Leasing Corporation the Equipment Lease Purchase Agreement in such form, together with such changes as shall be approved by the City Manager or her designee executing the same upon the advice of counsel to the City (including the City Attorney and Bond Counsel to the City), such approval to be conclusively evidenced by the execution thereof by the City Manager or her designee.

SECTION 3. Approval of the Form of the Escrow Agreement and the Terms, Conditions and Provisions Thereof; Execution and Delivery of the Escrow Agreement; Approval of Appointment of Escrow Agent. (a) The form of the Escrow Agreement presented to and filed with the minutes of the meeting of the Council at which this Resolution is being adopted and the terms, conditions and provisions thereof are hereby approved, ratified and confirmed, and the City Manager or her designee hereby authorized and directed to execute and deliver the Escrow Agreement to the Escrow Agent and the Leasing Corporation, together with such changes as shall be approved by the City Manager or her designee executing the same upon the advice of counsel to the City (including the City Attorney and Bond Counsel to the City), such approval to be conclusively evidenced by the execution thereof by the City Manager or her designee.

(b) The Council hereby approves the appointment of SunTrust Bank as Escrow Agent under the Escrow Agreement.

SECTION 4. Tax Covenant. The City covenants and agrees to comply with the provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986 and the applicable Treasury Regulations promulgated thereunder throughout the term of the Equipment Lease Purchase Agreement.

SECTION 5. Further Action of the Council and of the Officials and Employees of the City. The members of the Council and the officials and employees of the City are hereby authorized and directed to take any and all such further action as upon advice of counsel to the City they shall deem necessary or desirable in order to carry out, give effect to and consummate the transactions contemplated by this Resolution and by the terms of the Equipment Lease Purchase Agreement and the Escrow Agreement and by any of the documents referred to herein or therein or approved hereby or thereby.

SECTION 6. Rejecting Other Bids. Any and all other bids made to the City for the lease purchase of vehicular equipment are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express the City's appreciation for such bid.

SECTION 7. Repeal of Conflicting Resolutions. All resolutions, or portions thereof, heretofore adopted by the Council which are in conflict or inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

SECTION 8. Effectiveness of Resolution. This Resolution shall be effective from and after its adoption.

ATTEST:

City Clerk.

CITY OF ROANOKE
DEPARTMENT OF FINANCE
215 Church Avenue, S.W. Room 461
P.O. Box 1220
Roanoke, VA 24006-1220
Telephone: (540) 853-2821
Fax: (540) 853-2940

March 18, 2002

The Honorable Ralph K. Smith, Mayor
The Honorable William H. Carder, Vice Mayor
The Honorable William O. Bestpitch, Council Member
The Honorable C. Nelson Harris, Council Member
The Honorable W. Alvin Hudson, Jr., Council Member
The Honorable William White, Sr., Council Member
The Honorable Linda F. Wyatt, Council Member

Subject: Department of Technology Charges

Dear Mayor Smith and Members of City Council:

The City of Roanoke's Department of Technology Fund accounts for technology planning and support services provided to departments. The Department of Technology Fund recovers its costs by charging the receiving departments for services provided.

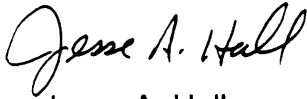
At the beginning of FY2002, the methodology for calculating Department of Technology charges to user departments was revised to more accurately allocate costs. This update in billing methodology was necessary due to the substantial changes and advances in technology used by our organization. The attached ordinance will make appropriations transfers among departments to reallocate funds for Department of Technology charges for the fiscal year. The modified billing method resulted in lower than budgeted charges to the General Fund, while charges are larger than budgeted amounts in other funds. Thus, funding of \$88,000 will be transferred from the General Fund to the Civic Center Fund to cover Department of Technology charges in excess of current budgeted amounts. The General Fund will supplement the excess DOT charges to this Proprietary Fund in FY02 since Proprietary Fund revenues were not budgeted to cover these charges. Furthermore, the General Fund has budgeted more than it will ultimately need in FY02 for DOT charges, allowing the flexibility to provide for these charges in other funds. In subsequent years, the expense budgets for technology costs in the Civic Center Fund will be increased to acknowledge the actual technology costs of the operations.

The Honorable Mayor and
Members of City Council
March 18, 2002

Page 2

The attached budget ordinance will accomplish the required transfers. I recommend it for your approval.

Sincerely,

A handwritten signature in cursive script that reads "Jesse A. Hall".

Jesse A. Hall
Director of Finance

JAH/tht
Attachment

c: Darlene L. Burcham, City Manager
William M. Hackworth, City Attorney
Mary F. Parker, City Clerk
Barry L. Key, Director of Management and Budget
Joe D. Slone, Director of Technology
Ann H. Shawver, Manager of Accounting Services

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2001-2002 General, Civic Center and Department of Technology Funds Appropriations, and providing for an emergency.

WHEREAS, for the usual daily operation of the Municipal Government of the City of Roanoke, an emergency is declared to exist.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2001-2002 General, Civic Center and Department of Technology Funds Appropriations, be, and the same are hereby, amended and reordained to read as follows, in part:

General Fund

Appropriations

General Government (1-21)	\$ 12,110,891
Judicial Administration (22-31)	6,419,183
Public Safety (32-43)	46,864,491
Public Works (44-54)	24,861,834
Health and Welfare (55-61)	27,347,000
Parks, Recreation and Cultural (62-65)	4,952,669
Community Development (66-71)	5,230,213
Nondepartmental (72)	71,717,871

Civic Center Fund

Appropriations

Operating (73)	\$ 3,103,941
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Revenues

Nonoperating (74)	\$ 1,786,685
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Department of Technology

Revenues

Operating (75-76) \$ 4,183,224

1) Department of Technology	(001-110-1234-7005)	\$ (151,196)
2) Department of Technology- PC Rental	(001-110-1234-7007)	(20,000)
3) Department of Technology	(001-130-1233-7005)	(183,788)
4) Department of Technology- PC Rental	(001-130-1233-7007)	(20,000)
5) Department of Technology	(001-200-1110-7005)	6,712
6) Department of Technology	(001-210-1220-7005)	10,524
7) Department of Technology	(001-220-1120-7005)	4,364
8) Department of Technology	(001-230-1235-7005)	7,208
9) Department of Technology	(001-240-1240-7005)	5,092
10) Department of Technology	(001-250-1231-7005)	(443,850)
11) Department of Technology- PC Rental	(001-250-1231-7007)	(20,000)
12) Department of Technology	(001-250-1232-7005)	(10,304)
13) Department of Technology- PC Rental	(001-250-1232-7007)	(30,000)
14) Department of Technology	(001-260-1310-7005)	2,792
15) Department of Technology	(001-300-1211-7005)	1,768
16) Department of Technology	(001-340-1261-7005)	56,624
17) Department of Technology	(001-340-1263-7005)	9,600
18) Department of Technology	(001-410-1212-7005)	55,596
19) Department of Technology- PC Rental	(001-440-1237-7007)	(804)
20) Department of Technology	(001-440-1260-7005)	42,796
21) Department of Technology	(001-660-1214-7005)	20,368
22) Department of Technology	(001-120-2111-7005)	55,992
23) Department of Technology	(001-121-2130-7005)	(4,510)
24) Department of Technology- PC Rental	(001-121-2130-7007)	(5,000)
25) Department of Technology	(001-122-2131-7005)	2,760
26) Department of Technology	(001-124-2120-7005)	1,460
27) Department of Technology	(001-125-2110-7005)	4,848
28) Department of Technology	(001-140-2140-7005)	96
29) Department of Technology- PC Rental	(001-140-3310-7007)	(14,276)
30) Department of Technology	(001-150-2210-7005)	32,058
31) Department of Technology	(001-150-2211-7005)	480
32) Department of Technology	(001-430-4130-7005)	73,912
33) Department of Technology	(001-430-4170-7005)	8,292

34) Department of Technology- PC Rental	(001-520-3211-7007)	\$(5,564)
35) Department of Technology	(001-520-3212-7005)	348
36) Department of Technology	(001-520-3521-7005)	10,284
37) Department of Technology	(001-610-3410-7005)	49,544
38) Department of Technology- PC Rental	(001-631-3330-7007)	104
39) Department of Technology- PC Rental	(001-631-3350-7007)	(396)
40) Department of Technology- PC Rental	(001-631-3360-7007)	(2,396)
41) Department of Technology- PC Rental	(001-640-3111-7007)	(99,928)
42) Department of Technology	(001-640-3113-7005)	780
43) Department of Technology	(001-640-3114-7005)	178,088
44) Department of Technology	(001-440-4220-7005)	2,760
45) Department of Technology	(001-440-4330-7005)	(140)
46) Department of Technology- PC Rental	(001-440-4330-7007)	(5,000)
47) Department of Technology	(001-530-1280-7005)	(200)
48) Department of Technology- PC Rental	(001-530-1280-7007)	(2,000)
49) Department of Technology	(001-530-4110-7005)	(7,232)
50) Department of Technology- PC Rental	(001-530-4110-7007)	(4,000)
51) Department of Technology	(001-530-4160-7005)	36,150
52) Department of Technology	(001-530-4210-7005)	20,292
53) Department of Technology	(001-530-4310-7005)	2,604
54) Department of Technology- PC Rental	(001-620-4340-7007)	(33,440)
55) Department of Technology- PC Rental	(001-630-1270-7007)	(3,396)
56) Department of Technology- PC Rental	(001-630-5110-7007)	(996)
57) Department of Technology	(001-630-5311-7005)	(32,396)
58) Department of Technology- PC Rental	(001-630-5311-7007)	(7,000)
59) Department of Technology	(001-630-5313-7005)	4,104
60) Department of Technology	(001-630-5314-7005)	4,104
61) Department of Technology	(001-630-5316-7005)	4,104
62) Department of Technology	(001-620-7110-7005)	103,412
63) Department of Technology	(001-650-2150-7005)	(100)
64) Department of Technology- PC Rental	(001-650-2150-7007)	(4,000)
65) Department of Technology	(001-650-7310-7005)	98,016
66) Department of Technology	(001-310-8120-7005)	8,772
67) Department of Technology	(001-610-8110-7005)	99,044

68) Department of Technology	(001-615-8111-7005)	\$ 3,020
69) Department of Technology	(001-615-8112-7005)	(6,480)
70) Department of Technology- PC Rental	(001-615-8112-7007)	(4,000)
71) Department of Technology	(001-615-8113-7005)	5,520
72) Transfer to Civic Center Fund	(001-250-9310-9505)	88,000
73) Department of Technology	(005-550-2105-7005)	88,000
74) Transfer from General Fund	(005-110-1234-0951)	88,000
75) Billings to General Fund	(013-110-1234-0952)	(88,000)
76) Billings to Civic Center Fund	(013-110-1234-0956)	88,000

BE IT FURTHER ORDAINED that, an emergency existing, this Ordinance shall be in effect from its passage.

ATTEST:

City Clerk.



Sherman P. Lea, Chairman
Ruth C. Willson, Vice Chairman
Charles W. Day

Marsha W. Ellison
Gloria P. Manns
Melinda J. Payne

Brian J. Wishnett
E. Wayne Harris, Ed.D., Superintendent
Cindy H. Lee, Clerk of the Board

Roanoke
City School Board P.O. Box 13145, Roanoke, Virginia 24031 • 540-853-2381 • Fax: 540-853-2951

March 18, 2002

The Honorable Ralph K. Smith, Mayor
and Members of Roanoke City Council
Roanoke, VA 24011

Dear Members of Council:

The School Board respectfully requests City Council to approve the following appropriation which was approved at its March 5 meeting.

- \$189,291.00 for the Urgent School Renovation and Technology Grant to be used for infrastructure modifications and equipment to meet requirements for funding, which include upgrades and modifications in support of networking, intercom and cable systems at various schools. This new program will be funded with federal funds.

The Board appreciates the approval of this request.

Sincerely,

Cindy H. Lee

Cindy H. Lee, Clerk

re

cc: Mr. Sherman P. Lea
Dr. E. Wayne Harris
Mr. Richard L. Kelley
Mr. Kenneth F. Mundy
Mr. William L. Murray

Mrs. Darlene L. Burcham
Mr. William M. Hackworth
Mr. Jesse A. Hall
Mrs. Ann H. Shawver (with accounting details)

CITY OF ROANOKE
DEPARTMENT OF FINANCE
215 Church Avenue, S.W. Room 461
P.O. Box 1220
Roanoke, VA 24006-1220
Telephone: (540) 853-2821
Fax: (540) 853-2940

March 18, 2002

The Honorable Ralph K. Smith, Mayor
The Honorable William H. Carder, Vice Mayor
The Honorable William D. Bestpitch, Council Member
The Honorable C. Nelson Harris, Council Member
The Honorable W. Alvin Hudson, Jr., Council Member
The Honorable William White, Sr., Council Member
The Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

We have reviewed the attached request to appropriate funding for the School Board. This report will appropriate the following:

\$189,291 for the Urgent School Renovation and Technology Grant to be used for infrastructure modifications and equipment to meet requirements for funding, which include upgrades and modifications in support of networking, intercom and cable systems at various schools. This new program will be funded with federal funds.

We recommend that you concur with this request of the School Board.

Sincerely,



Jesse A. Hall
Director of Finance

JAH/SD/pac

Attachment

c: Darlene L. Burcham, City Manger
William M. Hackworth, City Attorney
Mary F. Parker, City Clerk
E. Wayne Harris, Superintendent of City Schools

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2001-2002 School Fund Appropriations, and providing for an emergency.

WHEREAS, for the usual daily operation of the Municipal Government of the City of Roanoke, an emergency is declared to exist.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2001-2002 School Fund Appropriations, be, and the same are hereby, amended and reordained to read as follows, in part:

Appropriations

Education	\$129,646,971
Urgent School Renovation and Technology Grant (1)	86,339
Urgent School Renovation and Technology Grant (2)	102,952

Revenues

Education	\$127,892,152
Urgent School Renovation and Technology Grant (3)	189,291

1) Additional Machinery			
and Equipment	(030-062-6836-6102-0821)	\$	86,339
2) Buildings	(030-062-6836-6102-0851)		102,952
3) Federal Grant Receipts	(030-062-6836-1102)		189,291

BE IT FURTHER ORDAINED that, an emergency existing, this Ordinance shall be in effect from its passage.

ATTEST:

City Clerk.



March 18, 2002

The Honorable Ralph K. Smith, Mayor
The Honorable William H. Carder, Vice Mayor
The Honorable William D. Bestpitch, Council Member
The Honorable C. Nelson Harris, Council Member
The Honorable W. Alvin Hudson, Council Member
The Honorable William White, Sr., Council Member
The Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Public Hearing to Consider Sale of City
Owned Property

Background:

The City currently owns property located on Nelms Lane NE, identified as tax map number 7400500. An adjacent property owner has contacted the City regarding the purchase of this property. In correspondence dated February 11, 2002, the adjacent property owner requests to purchase the property for \$500.00, the current assessed value of the parcel. It has been determined that there is no real benefit in City ownership of this parcel. The property contained a well that has since been capped and no longer in use. There is no access to the property as it is contained on all sides by property owned by others.

Recommended Action:

Following a public hearing on the disposition of surplus property, authorize the City Manager to execute the appropriate documents to convey the property to James E. Whittaker and Betty W. Whittaker for the consideration of \$500.00, such documents to be on form approved by the City Attorney.

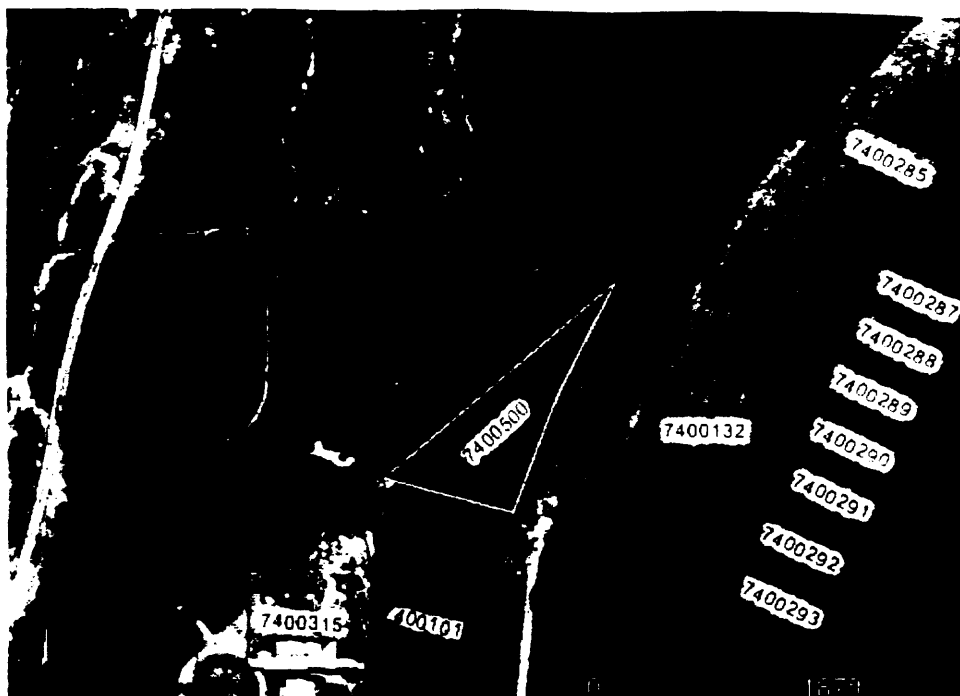
Respectfully submitted,

Darlene L. Burcham
City Manager

DLB:slm

c: Mary F. Parker, City Clerk
Jesse A. Hall, Director of Finance
William M. Hackworth, City Attorney
Will Claytor, Director of Real Estate Valuation
Elizabeth A. Neu, Director of Economic Development

CM02-00044



JAC

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the City Manager to execute an agreement, deed and any related and necessary documents providing for the sale and conveyance of City-owned property located on Nelms Lanes, N.E., and being identified as Official Tax No. 7400500, to James E. and Betty W. Whittaker, upon certain terms and conditions, and dispensing with the second reading of this ordinance.

WHEREAS, a public hearing was held on March 18, 2002, pursuant to §§15.2-1800(B) and 15.2-1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on said conveyance.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are hereby authorized, for and on behalf of the City, to execute and attest, respectively, an agreement, deed and any related and necessary documents providing for the sale and conveyance of City-owned property located on Nelms Lanes, S.W., and being a portion of Official Tax No. 7400500, to James E. and Betty W. Whittaker for the consideration of \$500.00, upon the terms and conditions set forth in the City Manager's letter to this Council dated March 18, 2002.

2. All documents necessary for this conveyance shall be in form approved by the City Attorney.

3. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.